

## SUBMITTABLE CUSTOMER

### TERMS OF SERVICE

#### 1 Acceptance of Terms.

- 1.1 Submittable Holdings Inc. ("Submittable" or "we") agrees to provide its Service (as defined below) to you, the Customer, through its web application (the "Site"), subject to this Terms of Service ("TOS"). By signing below, and/or by accessing or using the Service or Site, "you," the individual or entity entering into this TOS, agree to this TOS and acknowledge that you have read, understood, and agree to be bound by this TOS. If you agree to this TOS on behalf of a company, business or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not use the service or site.
- 1.2 Submittable may change this TOS from time to time by posting a notice on the Site. You can review the most current version of this TOS at any time at [<https://www.submittable.com/terms>]. The revised terms and conditions will become effective thirty (30) days after we post such changes, and if you use or access the Service or Site after the posting date, your access or use will constitute acceptance of the revised terms and conditions.

**2 Description of Service.** The "Service" includes (a) the Site; (b) Submittable's cloud-based submission management platform services and related technologies; and (c) all software (including the Software, as defined below), data, reports, text, images, sounds, video, and content made available through any of the foregoing (collectively, the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

#### 3 General Conditions/ Access and Use of the Service.

- 3.1 Subject to the terms and conditions of this TOS, you shall not (a) sublicense, resell, rent, lease, transfer, assign, time share, or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy, or export control laws) or in any manner that interferes with or disrupt the integrity or performance of the Service or its components; or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks.
- 3.2 The Service, the Site, and any software that may be made available by Submittable in connection with the Service and Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Submittable hereby grants you a non-transferable, non-transferable and non-exclusive right to use and access the Service and Site, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, or otherwise attempt to discover any source code or sell, assign, sublicense, or otherwise transfer any right in any of the Service, Site, or software. You agree not to access the Service by any means other than through an interface provided by Submittable. Any rights not expressly granted herein to you by this TOS are reserved.
- 3.3 You are solely responsible for all data, information, feedback, suggestions, text, content, and other materials that you upload, post, deliver, provide, or otherwise transmit or store in connection with or relating to the Service ("Your Content"). For every email sent on behalf of your organization via the Service, you acknowledge and agree that Submittable has the right to add an identifying footer in accordance with Submittable's standard policies then in effect. You agree to cooperate with and provide reasonable assistance to Submittable in promoting and advertising the Service.
- 3.4 You are responsible for maintaining the confidentiality of your login, password, and account information for all accounts assigned or made available to you. Submittable reserves the right to access your account to respond to your requests for technical support. Submittable has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Submittable may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.
- 3.5 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices; and (c) transmission to Submittable's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of Your Content.
- 3.6 You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Service, including, without limitation, modems, hardware, server, software, operating

system, networking, web servers, long distance and local telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Service (and, to the extent applicable, the Software) and complies with all configurations and specifications outlined in Submittable's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords), and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.

- 3.7 The failure of Submittable to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Submittable and it governs your use of the Service. A signature transmitted by electronic means will be valid, and a copy or copies of this agreement, original or electronically transmitted, containing the signatures of all of the parties will be enforceable against and binding on all of the parties.
- 3.8 Submittable reserves the right to use your name and/or Submittable's name as a reference for marketing or promotional purposes on Submittable's website and in other communication with existing or potential Submittable customers. To decline Submittable this right you must email [terms@submittable.com] stating that you do not wish to be used as a reference.
- 3.9 Subject to the terms of this TOS, Submittable may (but has no obligation to) provide technical support services, through email in accordance with Submittable's standard practice.
- 4 Payment.** To the extent the Service or any portion of the Service is made available for any fee, you agree to pay Submittable the amount that is specified in the attached or referenced payment schedule, invoice, or quotation in accordance with the terms of such schedule, invoice, or quotation and this TOS. Any payment schedule, invoice, or quotation attached to or referenced by this TOS is incorporated by reference. You will be required to provide Submittable information regarding your payment instrument. You represent and warrant to Submittable that such information is true and that you are authorized to use the payment instrument. You hereby authorize Submittable to bill your payment instrument in accordance with the terms of the applicable payment schedule, invoice, or quotation and you further agree to pay any charges so incurred. Submittable may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Submittable no later than thirty (30) days after the mailing date of the invoice, or the Service may be terminated. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. If you dispute any charges you must inform Submittable in writing within thirty (30) days after the mailing date of the invoice. Unless Submittable chooses to provide you an invoice, all fees and charges are due and payable in advance, are non-refundable, and are exclusive of any applicable federal, state, or local taxes. All such fees and charges will be charged to the payment method you provided. To the extent you charge any of your end users for use of the Service, Submittable will collect a service fee and will remit the remaining amounts paid by such end user to you.
- 5 Your Representations and Warranties.** You represent and warrant to Submittable that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights, or licenses required to engage in your posting and other activities (and allow Submittable to perform its obligations) in connection with the Service without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Submittable's exercise of all rights and license granted by you in this TOS, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.
- 6 Submittable's Representations and Warranties and Exclusive Remedy.** During the term of this TOS, Submittable represents and warrants to you that (i) it shall use industry standard procedures to protect and deny unauthorized access or use of any of Your Content, or any corruption, deletion, destruction, or loss of any of Your Content; (ii) it shall use commercially reasonable efforts to make the Service available 24 hours a day, 7 days a week aside from temporary unavailability for scheduled maintenance or for unscheduled emergency maintenance, either by Submittable or by third-party providers, or because of other causes beyond Submittable's reasonable control; (iii) it shall use commercially reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption; (iv) the Service and Site will comply with the material functionality described in this TOS, any applicable referenced payment schedule, invoice, purchase order, or quotation and that such functionality will be maintained in all material respects in subsequent upgrades to the Service and Site; and (v) it will make commercially reasonable efforts to promote your successful utilization of the Service and Site. You must promptly provide us with a written notice that describes any deficiency in the Service (including, as applicable, the service request number notifying us of the deficiency in the Service). Your sole and exclusive remedy for Submittable's breach of any warranty shall be Submittable's commercially reasonable effort to correct such errors or modify the Service to achieve the material functionality within a reasonable period of time.

- 7 Term and Termination.** The terms and conditions of this TOS are effective so long as you have access to the Service or Site or use the Service or Site. Any portion of the Service made available to you for any fee may be governed and/or limited by any payment schedule attached to this TOS. You have the right to terminate your account at any time by logging into your account and cancelling the Service subject to earlier termination as provided below. Submittable may terminate your Account and this TOS at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. In addition to any other remedies we may have, Submittable may also terminate this TOS upon ten (10) days' notice in the case of nonpayment, or upon thirty (30) days' notice if you breach any of the terms or conditions of this TOS. Submittable reserves the right to modify or discontinue, temporarily or permanently, the Service or any part of the Service. All of Your Content on the Service (if any) may be permanently deleted by Submittable upon any termination of your account at its sole discretion. There will be no refunds or credits for partial months of the Service. However, all accrued rights to payment and the terms of Section 4 shall survive termination of this TOS.
- 8 DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTIES PROVIDED IN PARAGRAPH 6, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SUBMITTABLE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT SUBMITTABLE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE, AND NO INFORMATION, ADVICE OR SERVICE OBTAINED BY YOU FROM SUBMITTABLE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.
- 9 LIMITATION OF LIABILITY.**
- 9.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL SUBMITTABLE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, ONE HUNDRED (\$100) U.S. DOLLARS. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.
- 9.2 Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE STATES, SUBMITTABLE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.
- 10 Indemnification.** You shall defend, indemnify, and hold harmless Submittable from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. Submittable shall provide notice to you of any such claim, suit or demand. Submittable reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Submittable's defense of such matter.
- 11 U.S. Government Matters.** You may not remove or export from the United States or allow the export or re-export of the Service or anything related to the Service, or any direct product of the Service in violation of any restrictions, laws, or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the software and documentation installed by Submittable on your Equipment (if applicable) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this TOS and will be prohibited except to the extent expressly permitted by the terms of this TOS.
- 12 Assignment.** You may not assign this TOS without the prior written consent of Submittable, but Submittable may assign or transfer this TOS, in whole or in part, without restriction, or notice to you.
- 13 Miscellaneous.** If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS is the complete and exclusive statement of the mutual understanding

of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this TOS, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided in this TOS. No agency, partnership, joint venture, or employment is created as a result of this TOS and you do not have any authority of any kind to bind Submittable in any respect whatsoever.

- 14 Governing Law.** This TOS shall be governed by the laws of the State of Montana without regard to the principles of conflicts of law. Unless otherwise elected by Submittable in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts of the State of Montana for the purpose of resolving any dispute relating to your access to or use of the Service. Any addendums to this TOS shall be governed by laws and venue as designated in such addendum, or if silent on governing laws and venue shall be governed by the laws and venue specified in this section.
- 15 Privacy.** Please visit <https://www.submittable.com/privacy> to understand how Submittable collects and uses personal information. If your use is specifically designated as being under the General Data Protection Regulation (GDPR), the Submittable GDPR compliant privacy statement shall apply and specify collection and use of your personal information, and the Data Protection Addendum attached to this agreement shall be in effect.
- 16 DMCA.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Submittable will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to Submittable's Copyright Agent at [[copyright@submittable.com](mailto:copyright@submittable.com)] (subject line: "DMCA Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent  
Submittable  
P.O. Box 8255  
Missoula. MT 59807

**Notice:** To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site, with enough detail that we may find it on the Site;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

**Counter-Notice:** If you believe that relevant Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use such Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court located within the Northern District of California and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Submittable will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more

after receipt of the counter-notice, at Submittable's sole discretion.

**Repeat Infringer Policy:** In accordance with the DMCA and other applicable law, Submittable has adopted a policy of terminating, in appropriate circumstances and at Submittable's sole discretion, members who are deemed to be repeat infringers. Submittable may also, at its sole discretion, limit access to the Site and/or terminate memberships of any users who infringe intellectual property rights of others, whether there is any repeat infringement.

This Data Protection Addendum ("**Addendum**" or "**DPA**") forms part of the Terms of Service ("**TOS**") Agreement between: (i) Submittable Holdings Inc. ("Submittable" or "we") acting on its own behalf and as agent for each Vendor Affiliate; and (ii) \_\_\_\_\_ ("**Customer**") acting on its own behalf and as agent for each Customer Affiliate.

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined shall have the meaning given to them in the TOS. Except as modified below, the terms of the TOS shall remain in full force and effect.

In consideration of the mutual obligations set out in this Addendum, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the attached Terms and Service Agreement. Except where the context requires otherwise, references in this Addendum to the Terms and Service are to the Terms and Service as amended by, and including, this Addendum.

Submittable warrants and represents that, before any Submittable Affiliate processes any Customer Personal Data on behalf of any Customer or Customer's clients, Submittable's entry into this Addendum as agent for and on behalf of that Submittable Affiliate will have been duly and effectively authorized (or subsequently ratified) by Submittable.

## 1. DEFINITIONS

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Authorized Affiliate"** means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Submittable, but has not signed its own Purchase Order with Submittable and is not a "Customer" as defined under the Agreement.

**"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.

**"Customer Data"** means what is defined in the Agreement as "Customer Data" or "Your Data."

**"Data Protection Laws and Regulations"** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the Processing of Personal Data under the Agreement.

**"Data Subject"** means the individual to whom Personal Data relates.

**"Submittable"** means Submittable Holdings Inc. and its Affiliates engaged in the Processing of Personal Data.

**"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**"Personal Data"** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

**"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

**"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

**"Standard Contractual Clauses"** means Clauses drafted as a result of the European Commission's decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

**"Sub-processor"** means any Processor engaged by Submittable, or by a Submittable Sub-processor.

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

## 2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, Submittable is a Processor and that Submittable may engage Sub-processors pursuant to clause 5 “Sub-processors” below.
- 2.2 Customer’s Processing of Personal Data.** Customer shall, in its use of the Service, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data collected and stored in regards to all Customer clients and submitters and the means by which Customer acquired Personal Data.
- 2.3 Submittable’s Processing of Personal Data.** Submittable shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer’s instructions for the following purposes: (i) Processing in accordance with the TOS and applicable Purchase Order(s); (ii) Processing initiated by those submitting data through the Service (“Users”) in their use of the Service; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the TOS.
- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by Submittable is the performance of the Service pursuant to the TOS and Purchase Order(s). The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Processing) to this DPA.

## 3. RIGHTS OF DATA SUBJECTS

- 3.1 Data Subject Request (Prior to May 25, 2018).** Submittable shall, to the extent legally permitted, promptly notify Customer if we receive a request from a Data Subject to access, correct or delete that person’s Personal Data or if a Data Subject objects to the Processing thereof (“Data Subject Request”). Submittable shall not respond to a Data Subject Request without Customer’s prior written consent except to confirm that such request relates to Customer to which Customer hereby agrees. To the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, Submittable shall upon Customer’s request provide commercially reasonable assistance to facilitate such Data Subject Request to the extent Submittable is legally permitted to do so and provided that such Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. If Submittable will incur costs beyond those associated with routine business or technical processes, Submittable shall notify Customer of such costs and receive written approval from Customer to perform support of Customer in satisfying Data Subject request. In such case, Customer shall be responsible for agreed upon costs arising from Submittable’s provision of such assistance.
- 3.2 Data Subject Request (In Effect on May 25, 2018).** The following wording will replace Clause 3.1 (“Data Subject Request”) in its entirety: Data Subject Requests. Submittable shall, to the extent legally permitted, promptly notify Customer if Submittable receives a request from a Data Subject to exercise the Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, object to the Processing, or its right not to be subject to automated individual decision making (“Data Subject Request”). Taking into account the nature of the Processing, Submittable shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Service, does not have the ability to address a Data Subject Request, Submittable shall upon Customer’s request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Submittable is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. If Submittable will incur costs beyond those associated with routine business or technical processes, Submittable shall notify Customer of such costs and receive written approval from Customer to perform support of Customer in satisfying Data Subject request. In such case, Customer shall be responsible for agreed upon costs arising from Submittable’s provision of such assistance.

## 4. SUBMITTABLE PERSONNEL

- 4.1 Confidentiality.** Submittable shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Submittable shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

- 4.2 Reliability.** Submittable shall take commercially and technically reasonable steps to ensure the reliability of any work done by Submittable personnel engaged in the Processing of Personal Data.
- 4.3 Limitation of Access.** Submittable shall ensure that Submittable's access to Personal Data is limited to those personnel who require such access to perform the Agreement.
- 4.4 Data Protection Officer.** Members of Submittable will appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at [privacy@submittable.com](mailto:privacy@submittable.com).

## **5. SUB-PROCESSORS**

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Submittable's Affiliates may be retained as Sub-processors; and (b) Submittable and Submittable's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Service. Submittable or a Submittable Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-processor.
- 5.2 List of Current Sub-processors and Notification of New Sub-processors.** A list of Sub-processors can be found on our website which shall be updated when changes occur. Such Sub-processor list shall include the identities of those Sub-processors and their country of location. Upon request, Submittable shall update the list of Sub-processors for the Submittable Service with the identities of those Sub-processors and their country of location ("Updated Sub-processor List"). If Customer requests, Submittable shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Service.
- 5.3 Objection Right for New Sub-processors.** Customer may object to Submittable's use of a new Sub-processor by notifying Submittable in writing within ten (10) business days after such Sub-processor is posted on Submittable website in an Updated Sub-processor List. In the event Customer objects to a new Sub-processor, Submittable will notify Customer within (30) days if such another Sub-processor is an option. If Submittable is unable to make available another Sub-processor as an option, Customer may terminate the applicable Purchase Order(s) in part or entirely by providing written notice to Submittable. Submittable will refund to Customer any prepaid fees covering the remainder of the term of such Purchase Order(s) following the effective date of termination with respect to such terminated Service, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** Submittable shall be liable for the acts and omissions of its Sub-processors to the same extent Submittable would be liable if performing the services of each Sub-processor directly under the terms of this DPA, save as otherwise set forth in the Agreement.

## **6. SECURITY**

- 6.1 Controls for the Protection of Personal Data.** Submittable shall maintain administrative, physical and technical safeguards designed for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, including Personal Data, in accordance with Submittable's technical procedures and Privacy Policy. Submittable will not materially decrease the overall security of the Service during a subscription term.
- 6.2 Third-Party Certifications and Audits.** Submittable has obtained the third-party certifications and audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer that is not a competitor of Submittable (or Customer's independent, third-party auditor that is not a competitor of Submittable) a copy of Submittable's then most recent third-party audits or certifications, as applicable.

## **7. SECURITY BREACH MANAGEMENT AND NOTIFICATION**

- 7.1** Submittable maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Submittable or its Sub-processors of which Submittable becomes aware (a "Customer Data Incident"). Submittable shall employ industry standard procedures and processes to identify the cause of such Customer Data Incident and take those steps as Submittable deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Submittable's reasonable control.



The obligations herein shall not apply to incidents that are caused by Customer or Customer's submitters or Users.

## **8. RETURN AND DELETION OF CUSTOMER DATA**

**8.1** Submittable shall return Customer Data to Customer and delete Customer Data in accordance with the Submittable Privacy Policy and applicable law.

## **9. AUTHORIZED AFFILIATES**

**9.1 Contractual Relationship.** The parties acknowledge and agree that, by executing the TOS, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Submittable and each such Authorized Affiliate subject to the provisions of the TOS, this Clause 9, and Clause 10 below. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the TOS. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the TOS, and is only a party to the DPA. All access to and use of the Service by Authorized Affiliates must comply with the TOS, and any violation of the TOS by an Authorized Affiliate shall be deemed a violation by Customer.

**9.2 Communication.** The Customer that is the contracting party to the TOS shall remain responsible for coordinating all communication with Submittable under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

**9.3 Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with Submittable, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

**9.3.1** Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Submittable directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the TOS shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Clause 9.3.2, below).

**9.3.2** The Customer that is the contracting party to the TOS shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Submittable and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

## **10. LIMITATION OF LIABILITY**

**10.1** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Submittable, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the TOS, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the TOS and all DPAs together. For the avoidance of doubt, Submittable's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the TOS and each DPA shall apply in the aggregate for all claims under both the TOS and all DPAs, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Also for the avoidance of doubt, each reference to the DPA means this DPA including any Schedules and Appendices.

## **11. EUROPE-SPECIFIC PROVISIONS**

**11.1 GDPR.** With effect from 25 May 2018, Submittable will Process Personal Data in accordance with the GDPR requirements directly applicable to Submittable's provision of its Service.

**11.2 Data Protection Impact Assessment.** With effect from 25 May 2018, upon Customer's request, Submittable shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Service, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Submittable. Submittable shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Clause 9.2, to the extent required under the GDPR.

**11.3 Transfer Mechanisms for Data Transfers.** Subject to the terms of this DPA (including Clauses 11.4 and 11.5 below), Submittable makes available the transfer mechanisms listed below which shall apply, in the order of precedence as set out below in this Clause 11.3, to any online transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

**11.3.1** Submittable's Privacy Shield Framework self-certifications apply to the Service listed in Schedule 1, subject to the additional terms in Clause 11.4 below.

**11.4 Additional Terms for Privacy Shield Services.** Submittable self-certifies to and complies with the Privacy Shield Frameworks, as administered by the US Department of Commerce, and Submittable shall ensure that it maintains its self-certification to and compliance with the Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.

**11.5 Additional Terms for SCC Services.**

**11.5.1 Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Clause apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Purchase Order(s) for the SCC Services. For the purpose of the Standard Contractual Clauses and this Clause 11.5, the aforementioned entities shall be deemed "data exporters".

**11.5.2 Instructions.** This DPA and the TOS are Customer's complete and final instructions at the time of signature of the Purchase Order(s) to Submittable for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the TOS and applicable Purchase Order(s); (b) Processing initiated by Users in their use of the SCC Service and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Terms and Conditions Agreement.

**11.5.3 Appointment of New Sub-processors and List of Current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) Submittable's Affiliates may be retained as Sub-processors; and (b) Submittable and Submittable's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SCC Service. Submittable shall make available to Customer the current list of Sub-processors in accordance with Clause 5.2 of this DPA..

**11.5.4 Sub-processor Agreements.** The parties agree that any copies of the Sub-processor agreements that must be sent by Submittable to Customer may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by the Submittable beforehand; and, that such copies will be provided by Submittable only upon reasonable request by Customer.

**11.5.5 Notification of New Sub-processors and Objection Right for New Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that Submittable may engage new Sub-processors as described in Clause 5 of the DPA.

**11.5.6 Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by Submittable to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Submittable beforehand; and, that such copies will be provided by Submittable, in a manner to be determined in its discretion, only upon request by Customer.

**11.5.7 Audits and Certifications.** The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Customer's request, and subject to the confidentiality obligations set forth in the TOS, Submittable shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Submittable and that has signed nondisclosure agreement reasonably

acceptable to Submittable) information regarding Submittable's compliance with the obligations set forth in this DPA and the Submittable Privacy Policy. Following any notice by Submittable to Customer of an actual or reasonably suspected unauthorized disclosure of Personal Data, upon Customer's reasonable belief that Submittable is in breach of its obligations in respect of protection of Personal Data under this DPA, or if such audit is required by Customer's Supervisory Authority, Customer may contact Submittable in accordance with the "Notices" Clause of the Agreement to request an audit at Submittable's premises of the procedures relevant to the protection of Personal Data. Any such request shall occur no more than once annually, save in the event of an actual or reasonably suspected unauthorized access to Personal Data. Customer shall reimburse Submittable for any time expended for any such on-site audit at the Submittable Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Submittable shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Submittable. Customer shall promptly notify Submittable with information regarding any non-compliance discovered during the course of an audit.

**11.5.8 Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in Clause 12 of the Standard Contractual Clauses shall be provided by Submittable to Customer only upon Customer's request.

**11.5.9 Conflict.** In the event of any conflict or inconsistency between the body of this DPA and Schedule 1 or the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

## **12. PARTIES TO THIS DPA**

**12.1** The Section "HOW THIS DPA APPLIES" specifies which Submittable entity is party to this DPA. Notwithstanding the signatures below of any other Submittable entity, such other Submittable entities are not a party to this DPA.

## **13. LEGAL EFFECT**

**13.1** This DPA shall only become legally binding between Customer and Submittable when the formalities steps set out below have been fully completed, namely:

### HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA, and Schedules 1 and 2.
2. To complete this DPA, Customer must:
  - a. Complete the information as the data exporter.
  - b. Complete the data exporter information in the signature box and sign on all signatory pages.
3. Send the completed and signed DPA to Submittable at [privacy@submittable.com](mailto:privacy@submittable.com). Upon receipt of the validly completed DPA by Customer at this email address, Submittable will complete the signatory lines as shown.
4. This DPA will become legally binding on both parties and Submittable will return signed copies to Customer.