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12. PERSONAL DATA.

12.1. Processing of Personal Data.

a) By entering into this Agreement, You agree that the Licensor process Your personal data during or in connection with your use of the Products, gathered during any Trial Period or as part of the Product Support Services provided to You, including Your name, email address and phone number. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending e-mail, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

b) Licensor collects information about You and determine the purposes and means of processing Your personal data in its role as data controller when You order the Products or otherwise provide it directly to Licensor. You hereby instruct Licensor to process the personal data that you share with Licensor in order to provide You with and improve the Products (hereinafter "Personal Data"). You acknowledge receipt of and agree to the Licensor's privacy statement, which is made available to You in connection with installation and is set forth in full at <https://www.ispringsolutions.com/company/policy/privacy.html>.

12.2. Security. Licensor shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality, and integrity of Personal Data (including protection against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorized disclosure of, or access to Personal Data). Licensor regularly monitors compliance with these measures. Licensor will not materially decrease the overall security of the Products during its provision of the Products pursuant to this Agreement. Licensor shall ensure that persons authorized to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality.

12.3. Incident Notification. Licensor shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored, or otherwise processed by Licensor or its sub-processors of which Licensor becomes aware (a "Data Incident"). Licensor shall make reasonable efforts to identify the cause of such Data Incident and take steps as Licensor deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Licensor's reasonable control. The obligations herein shall not apply to incidents that are caused by You.

12.4. Return and Deletion. Upon your written request Licensor will return or delete Personal Data that You (and no other customer) made available to Licensor. Licensor may also refuse such requests where returning or deleting such Personal Data would be prohibited by applicable law, or where Licensor must retain such Personal Data due to legal obligations, to protect its rights or those of a third party, or as required by Licensor for processing pursuant to a legitimate interest as documented by Licensor.

12.5. International Transfer. The Products are provided via servers located in the United States and Germany. You acknowledge and agree that the Personal Data will be stored and processed in the United States and other countries in which Licensor or its affiliates maintain facilities. If You are in the EEA and Switzerland You acknowledge and agree that Your Personal Data will be stored on servers based in Germany and processed in the United States. By using the Products, You consent to the transfer of such Personal Data outside of the country in which you provide the information and You hereby expressly consent to having Your Personal Data processed by Licensor in the United States according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference.

For purposes of facilitating transfers of personal data from the EEA and Switzerland to the United States, Licensor uses controller to processor model contractual clauses. Where applicable, You

agree to enter into model contractual clauses with Licensor, which are available to You on written request.

13. MISCELLANEOUS.

13.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to conflicts of law rules and principles. To the extent permitted by law, the provisions of this Agreement shall supersede any provisions of the Uniform Commercial Code as adopted or made applicable to the Products in any competent jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed and excluded. The federal and state courts within the Commonwealth of Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

13.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

13.3. Publicity. The parties shall work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters. In addition, neither party shall issue such publicity and general marketing communications concerning their relationship without the prior written consent of the other party (not to be unreasonably withheld or delayed) and neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law), provided that, Licensor may mention You as a customer on its website and general marketing communications.

13.4. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between You and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Product or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorized representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

13.5. Injunctive Relief. You agree that a breach of this EULA adversely affecting Licensor's proprietary rights in the Software may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law.

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