



CONTRACTOR AGREEMENT

Personal Data Warranties and Indemnification Addendum

Contractor warrants that it complies with all applicable laws and regulations when providing the services, especially, without limitation all applicable local data protection laws and/or regulations worldwide, including the European Union's **General Data Protection Regulation (EU/2016/679)** and the California Consumer Privacy Act of 2018 ("CCPA").

Contractor especially warrants that it can provide written evidence that, during the collection, processing and use of individual Personal information, the person to whom the data belongs (the "Data Subject") has been informed of and consented to: (a) the collection, processing and/or use of his or her data; (b) the purpose for the collection, processing and/or use of his or her data; (c) Data Subject's rights, including without limitation his or her right to object, at no cost, to the collection, processing and/or use of his or her data; (d) the possibility of his or her personal data being exported to others countries, including outside the European Union; and (e) being contacted by TIBCO and its affiliates (available at <https://www.tibco.com/company/affiliates>) for marketing and other purposes by email, phone and social media. Contractor shall reasonably cooperate and assist TIBCO with meeting its compliance obligations and responding to Data Subject inquiries, including responding to verifiable Data Subject requests.

Contractor further warrants that it has the right to grant the licenses and other rights related to the use of personal data, especially without limitation to the extent the processing of personal data that has been collected through social public networking platform or others public support.

Contractor shall not retain, use, or disclose Protected Data (i) except as required to fulfill the specific support of performing the services specified in the Agreement with TIBCO and (ii) outside of the direct business relationship between Contractor and TIBCO, except as authorized under the applicable law. Further, Contractor shall not engage in any activity that may be considered a sale of Protected Data pursuant to the CCPA or any other applicable law. Contractor certifies that it understands and will comply with the restrictions stated in this addendum and the CCPA specifically.

Contractor will indemnify, hold harmless and, at TIBCO's request, defend TIBCO and TIBCO's affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with:

(a) any breach of a warranty; (b) any negligent or willful act or omission of Contractor or Contractor's employees or agents, including but not limited to the extent such act or omission causes or contributes to: (x) any bodily injury, sickness, disease or death, (y) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting therefrom), or (z) any violation of a statute, ordinance or regulation; or
(c) any violation or claimed violation of a third parties' rights arising in whole or in part from the grant of rights to TIBCO hereunder or TIBCO's exercise of any such rights. Contractor will maintain adequate insurance to protect itself from and indemnify TIBCO against claims giving rise to indemnification pursuant to this section. TIBCO shall have the exclusive right to control its defense and/or the settlement. In no event shall Contractor settle any claim, action or proceeding without TIBCO's prior written approval.

