

EMPSIGHT INTERNATIONAL, LLC

SURVEY DATA COLLECTION
General Terms And Conditions

The following General Terms And Conditions ("**T&Cs**") apply to the request of Empsight International, LLC ("**Empsight**") for the employer-company's ("**Company**") participation in the survey ("Survey") that is hereby delivered by Empsight to Company. Any response to the Survey (whether in whole or in part, and even if any reservations or other notations are delivered with or in connection with such response) by the Company or by the person responding to the Survey ("**Survey-responder**"), and the delivery of any such Survey responses to Empsight, evidences and memorializes the Company's and the Survey-responder's acceptance of the T&Cs, and such acceptance of the T&Cs are a material inducement for Empsight to enter into its agreement with the Company in connection with the Survey.

(1) Survey Ownership; Derivative Works Ownership.

(a) Empsight is the exclusive owner of all rights (intellectual or otherwise) developed and possessed by Empsight before and during the process in which the Survey is provided to the Company or to any Survey-responder, and Empsight retains all ownership (and the Survey-responder and the Company shall have no right, title, or interest) in the Survey, including (without limitation) questions in the Survey, the concepts underlying the questions in the Survey, the process of performing the Survey, and any trademark (whether or not registered with the USPTO or other U.S.A. or non-USA governmental authority) the content and format of, the look-and-feel of, and any other information or documents used, included, or referenced in the Survey.

(b) After any responses to the Survey are delivered to Empsight, all title, ownership rights, and intellectual property rights in connection with any report, analysis, or other compilation of information created, prepared, or published by Empsight based on (or otherwise to the extent it includes) any data or information that was provided to Empsight by the Company or any Survey-responder, including any textual and graphical materials, technical information, and other data, information, or content that Empsight includes, references, modifies, enhances, deletes, or otherwise alters (or adds to) any of them (such as information from other, unrelated surveys previously or concurrently conducted by Empsight), as well as all derivative works of any and all such data and information ("**Empsight Works**")—shall automatically become the exclusive property of, and shall be retained by, Empsight.

(c) Notwithstanding the foregoing, Empsight does not claim any exclusive ownership to any data or information that was provided to Empsight by the Company or any Survey-responder in response to the Survey.

(2) Survey Data. The Survey-responder represents that all information in response to the Survey and all other inquiries and requests for information made by Empsight from time to time after the Survey-responder's initial response to the Survey will be true, correct, and complete. Empsight may use all information provided by the Survey-responder without independently verifying such information, except (i) as may be required by prevailing industry standards or practice and (ii) for Empsight's willful misuse of such information. Notwithstanding any contrary statement, Empsight reserves the right to exclude any information that it receives in response to the Survey and the right to take all reasonable actions necessary to verify (or attempt to verify) any such information (in whole or in part) with the participant or any other source. Even if Empsight initiates any review of the Survey-responder's responses to any Survey, the Survey-responder remains responsible for the information delivered to Empsight by the Survey-responder. Empsight reserves the right to contact any Survey-responder to verify or otherwise ask any additional questions or request additional information from any Survey-responder. Empsight reserves the right to update any Survey responses delivered to Empsight by any Survey-responder using additional information obtained by Empsight in connection with its actions to verify or otherwise supplement any responses to any Survey. The Survey-responder will cooperate in good faith with Empsight in connection with any additional requests submitted by Empsight in connection with the initial Survey response submitted by the Survey-

For additional information regarding the survey data please see the following URL:

<https://www.empsight.com/Survey-Participation/Data-Integrity-Safe-Harbor>

(3) Confidentiality. If either the Company or Empsight discloses any confidential and proprietary information ("Confidential Information") to the other in connection with the Survey, the disclosing party will notify the receiving party that such information is Confidential Information-in which case the receiving party will not disclose any of it to any third parties, except as otherwise permissible by the T&Cs. The capitalized term Confidential Information excludes any information that (i) the receiving party must disclose pursuant to any applicable law, (ii) is either already in the public domain or enters the public domain through no fault of the receiving party, (iii) is available to the receiving party from a third party who, to the receiving party's knowledge, is not under any non-disclosure obligation to the disclosing party, or (iv) is independently developed by the receiving party without reference to any information of the disclosing party that otherwise would be Confidential Information.

(4) Permissible Use.

(a) Empsight. Notwithstanding Empsight's and the Company's confidentiality obligations above in the T&Cs, Empsight may: (i) use Confidential Information to create analytical trend data, normative databases, aggregated statistics and analyses for various reports (including custom analyses) and intellectual capital to create products and services for the benefit of Empsight (provided that the name of the Company (or the name of any specific Survey-responder) will not be identified in any Survey); (ii) disclose Confidential Information required or necessary to use, process, administer, complete, compile, analyze, and create any reports and analyses (including any derivatives of such reports or analyses) in connection with any Survey, including Empsight's sale of the Survey to any third party; (iii) reference and publicly disclose the Company's name in Empsight's list of representative clients and on Empsight's list of participating organizations for the applicable surveys or other information to which Empsight's clients contribute data, including (without limitation) for the purpose of participating in Empsight's surveys or for any reasonable marketing purposes; and (iv) use any data or information provided to Empsight by any of the Company or any Survey-responder in connection with the Survey (including any follow-up responses thereto) for use in and publication of other surveys (whether subsequent to, or surveys being conducted concurrently with, the Survey), whether or not related or unrelated to the Survey. In addition, Empsight may retain a copy the Company's and its representatives' contact information in Empsight's proprietary database for client management and conflicts-of-interest (provided that Empsight shall not sell such contact information to any third-party). The Company and the Survey responder consent to Empsight's use of all information in connection with the Survey as contemplated by the T&Cs.

(b) Company. No part of the Empsight Works may be copied, reproduced, republished, modified, uploaded, posted, framed, transmitted, sold or distributed in any way, nor may any part be decompiled, reverse engineered, or disassembled. Notwithstanding the such prohibition on use by the Company or any Survey-responder, upon any payment due to Empsight by the Company, if any, Empsight grants to the Company a limited, revocable, non-sublicensable, royalty-free, fully paid-up, non-transferable (whether by change of control or by operation of law), non-exclusive license for the Company license to use (solely for the Company's internal use by its directors, officers, employees, and professional service advisors who have a need to know (and otherwise strictly subject to the T&Cs)) the final report or other final written analysis that Empsight subsequently publishes based on the Survey in exchange for the Company's participation in the Survey. Except for the license to the Company granted above, the Company (nor any Survey-responder) shall have any other right (whether in whole or in part) in any Empsight Works and no Empsight Works may be used in any manner by the Company (or any Survey-responder) without Empsight's advance written consent. Without Empsight's advance written consent, the Company shall not refer to Empsight or attribute any information to Empsight in the press, for advertising or promotional purposes, or for the purpose of informing or influencing any other party, including the investment community. Except as provided in the T&Cs or with Empsight's advance written consent, nothing shall confer by implication, estoppel, or otherwise, any license or any other grant of right to use any trademark, copyright, or any other intellectual property right of Empsight or any third party. The "Empsight" name and the names of our products or services referred to in any of the Empsight Works are owned by Empsight and are its intellectual property rights exclusively.

(5) Personally Identifiable Information. Empsight and the Company represent and warrant to each other that each of them has complied and will continue to comply with all laws applicable to data protection and privacy laws in effect from time to time to the extent applicable to the Survey. Empsight does not want or require you to provide any personally identifiable information, such as Social Security Numbers, social insurance numbers, tax identification numbers, passport numbers, or any other governmental identification number, or employee/incumbent names, employee/incumbent birthdays or personal addresses, or employee/incumbent personnel numbers. as part of your submission. If and to the extent Empsight becomes aware that the Company or the Survey-responder provided to Empsight any personally identifiable information in connection with any Survey, Empsight will use commercially reasonable efforts to remove such personally identifiable information from any information provided to it in connection with the Survey; provided that the Company waives all liability against Empsight for any claims or losses resulting from any personally identifiable information that was provided to Empsight by the Company or by the Survey-responder in connection with any Survey. Personally identifiable information, and any other information, provided to Empsight in connection with any Survey may be stored and transferred to servers located or maintained in the United States of American or in any other country, and there may be subsequent transfers to servers or computer networks that include multiple countries (whether such servers are proprietary to Empsight or used by Empsight as a vendor service) for the collection, transferring, storage, and processing of any such information in connection with any Survey.

(6) WARRANTIES' DISCLAIMER; LIMITATION ON DAMAGES.

(a) EACH SURVEY (AND ANY INFORMATION PROVIDED BY EMPSIGHT IN CONNECTION WITH ANY SURVEY) IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTY, EXPRESS OR IMPLIED, THAT ANY SURVEY (OR ANY ROOT OR DERIVATIVE THEREOF) IS MERCHANTABLE, FREE OF DEFECTS, FIT FOR A PARTICULAR PURPOSE. Empsight shall not be liable or responsible for the accuracy or completeness of any information provided by Empsight in connection with any Survey, except for Empsight's willful misuse of such information.

(b) EMPSIGHT IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR ANY ACCESS, REFERENCE, OR ATTRIBUTION TO ANY INFORMATION PROVIDED BY THE SURVEY-RESPONDED AND INCLUDED IN ANY SURVEY. THIS DISCLAIMER OF WARRANTY AND LIMITATION ON DAMAGES CONSTITUTES AN ESSENTIAL PART OF THE T&CS. Empsight shall not be obligated to make any updates to any Survey, but will use commercially reasonable efforts to correct any obvious errors, mistakes, or omissions made by Empsight and that are contained in the results of any Survey. Notwithstanding the foregoing, in the event that Empsight incurs any liability in connection with the T&Cs, the amount of such liability shall not exceed the amount paid by the Company in exchange for the Survey. Without limiting the foregoing, Empsight shall have no liability or obligations in connection with modifications made by any person other than by Empsight in connection with any Empsight Works that were provided to the Company by Empsight.

7. Miscellaneous.

7.1 No Assignment; Successors-in-interest; No Third-party beneficiaries. The Company does not have the right to assign (whether by operation of law or change of control) its rights or delegate any of its obligations to any person (whether or not such person is an affiliate of the Company) in connection with the T&Cs, and any attempted assignment or delegation thereof by the Company will be invalid and ineffective against Empsight without the advance written consent of Empsight. The T&Cs are binding on and inure to the benefit of each party and each of their heirs and valid assignees and successors-in-interest. There are no third-party beneficiaries of either party's rights or obligations in connection with the Survey or the T&Cs, except that as expressly set forth in the T&Cs.

7.2 Counterparts; Waiver. The T&Cs may be executed and delivered in digital format and in counterparts, each of which shall be deemed an original and collectively the same agreement. A waiver, discharge, amendment or modification of the T&Cs will be valid and effective only if it is in writing (an Internet e-mail will be deemed a satisfactory written instrument) and signed by or on behalf of the party against whom enforcement is sought, except as otherwise expressly permissible in the T&Cs. No delay or course of dealing by Empsight or the Company in exercising any right, power or remedy under the T&Cs will operate as a waiver of any right, power or remedy of that party, except to the extent expressly manifested in writing by that party. The failure at any time of any party to require performance by another party of any provision in the T&Cs will in no way affect that party's right thereafter to enforce the provision or the T&Cs. In addition, the waiver by a party of a breach of any clause or provision of the T&Cs will not constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

7.3 Severability; Entire Agreement. Whenever possible, each provision of the T&Cs should be construed and interpreted so that it is valid and enforceable under applicable law. The T&Cs (and any other document explicitly referenced in the T&Cs) records the entire understanding between them with respect to (and supersedes any previous or contemporaneous agreement, representation or understanding, oral or written, by any party in connection with) the parties' obligations in connection with the Survey. If there is any conflict between the T&Cs and any other agreement between Empsight and the Company (or any of its affiliates) and Empsight in connection with any Survey, rights and obligations in connection therewith, the T&Cs shall supersede and prevail to the extent and of the conflict.

7.4 Legal Proceedings. In any arbitration or legal proceeding between and/or among the parties arising in connection with the Survey and any responses the Survey (and follow up to such responses), the losing party shall reimburse the prevailing party, on demand, for all reasonable costs incurred by the prevailing party in enforcing, defending, or prosecuting the T&Cs. THE PARTIES WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT, STATUTE, TORT (SUCH AS NEGLIGENCE), OR OTHERWISE) RELATING TO THE T&CS. The validity, enforcement, construction and interpretation of the T&Cs are governed by the laws of the State of New York and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The Company (and each Survey-responder) (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction in the State of New York, (b) stipulates that a proper and convenient venue for any-legal proceeding arising out of the T&Cs is the applicable court of the State of New York located in New York County, for a state trial court proceeding, and the United States District Court for the Southern District of New York, for a federal trial court proceeding, and (c) waives any defense, whether asserted by motion or pleading, that those venues are improper or inconvenient.

7.5 No Strict Construction; Effective Date. The language used in the T&Cs will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against Empsight or the Company.

GDPR Addendum to T&Cs

This GDPR Addendum to T&Cs applies solely to the extent of the material scope described in Article 2 of the GDPR and solely within the territorial scope described in Article 3 of the GDPR. GDPR Addendum to T&Cs incorporates by reference the definitions of the terms described in Article 4 of the GDPR.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), as amended from time to time.

Personal data

Controller. To the extent applicable, each of Empsight and the Company shall act as controllers in connection with the processing of personal data in relation to the Survey and each shall comply with Chapter IV of the GDPR in (and to the extent of) their capacity of controllers and processors.

Without limiting the foregoing, Empsight acts as controller of personal data where required for compliance with legal and regulatory obligations and when obtaining personal data from the Survey.

Without limiting the foregoing, Company acts as controller in connection with administering and disseminating information and materials that are ancillary to Survey in order to enable Empsight to provide the Survey to the Company or to the Survey-responders

Processor. With respect to any special categories of personal data, each of Empsight and the Company shall comply with Article 9 of the GDPR.

Without limiting the foregoing, Empsight acts as a processor of personal data to the extent the Survey-responders provide in their responses any data that is personal data and Empsight compiles and analyzes such personal data or includes any personal data in the Survey results.

Without limiting the foregoing, the Company acts as a processor of personal data to the extent it performs any activity in connection with or otherwise ancillary to the Survey and the performance of such activity is within the definition of a processor.

Parties' obligations

Without limiting any other applicable obligation arising from the GDPR in respect of the Survey, Empsight shall comply with all requirements of the GDPR to the extent it is a controller or a process or personal data in connection with the Survey subject to the Company's obligations therewith and with these T&Cs. The Company shall not disclose any personal data without Company's advance written consent or as required by law (or as otherwise permissible by the other T&Cs, but only to the extent the other T&C's regarding disclosure do not conflict with the GDPR's requirements pertaining to personal data).

Without limiting any other applicable obligation arising from the GDPR in respect of the Survey, the Company shall comply with all requirements of the GDPR to the extent it is a controller or a process or personal data in connection with the Survey. Without limiting the generality of the foregoing, the Company shall (i) ensure that any instructions it issues to Empsight in connection with the Survey shall comply with the GDPR, (ii) collect and compile (and, if applicable, transfer to Empsight) personal data in compliance with the GDPR, (iii) be solely responsible for the accuracy, quality, and legality of personal data that Company compiles or delivers to Empsight in connection with the Survey and the means by which Company acquired such personal data, (iv) limit the personal data that it provides (or gives access) to Empsight to data necessary for Empsight to create the Survey and to produce the Survey results, and (v) obtain in compliance with applicable GDPR requirements the Survey-responders' consent in respect of any personal data that they provide in response to the Survey (and ensure that Empsight is a third-party beneficiary of such consent).

In respect of the Survey, each of Empsight and Company shall cooperate in good faith to reasonably assist each other as becomes necessary for them to respond to requests from (or to comply with the rights of) data subjects or to respond to requests from (or requirements of) the GDPR in respect of personal data, and otherwise to comply with (to the extent applicable and without limitation) the following Articles of the GDPR: 12 (Transparent information, communication and modalities for the exercise of the rights of the data subject), 13 (Information to be provided where personal data are collected from the data subject), 14 (Information to be provided where personal data have not been obtained from the data subject), 15 (Right of access by the data subject), 16 (Right to rectification), 17 (Right to erasure), 18 (Right to restriction of processing), 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing), 20 (Right to data portability), and 21 (Right to object).

Security breach and notifications

In respect of the Survey, each of Empsight and the Company shall comply with their respective obligations arising from the following Articles of the GDPR: 33 (Notification of a personal data breach to the supervisory authority) and 34 (Communication of a personal data breach to the data subject).

Transfers of personal data to Empsight from EU-based Survey-responders

The Company shall ensure that any transfer of personal data to Empsight from any Survey-responders who are data subjects in nations of the European Economic Area complies with Chapter V of the GDPR and each other applicable provisions of the GDPR.

Termination

Empsight's obligations to comply with the GDPR shall automatically terminate when Empsight ceases to process any personal data.

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