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- (3) Role-based security is applied to system access;
- (4) Use of data encryption;
- (5) Vendor-supplied patches are reviewed and tested for compatibility before installation;
- (6) Regular system backups are made;
- (7) Regular maintenance is performed on systems;
- (8) Data requiring a higher level of protection, such as payment card account numbers, are Processed via a third-party vendor that specializes in the payment processing; and
- (9) All Onyx employees are contractually obligated to maintain the confidentiality of Personal Data accessible through their employment.

(h) Subprocessors. Onyx uses third-party service providers ("Subprocessors") to Process Personal Data to facilitate our Software, services and website. Examples include payments, security, data analysis, surveys, and so forth. You authorize Onyx to use Subprocessors to facilitate Onyx's Software, services and website. Onyx carries out due diligence to ensure its Subprocessors are capable of providing the level of protection for you required under this Agreement and applicable law, including appropriate technical and organizational measures for

Processing Personal Data. If you would like to know more about our Subprocessors including Personal Data that is shared with specific Subprocessors or would like to object to the use of any Subprocessor, please contact us. We will respond in a timely manner to such inquiry or objection. Under certain data protection laws, including the GDPR, Onyx is liable if a Subprocessor that we have engaged to Process Personal Data fails to fulfill its data protection obligations.

(i) Rights of Data Subjects. We rely upon our customers and their representatives, employees and administrators to maintain the accuracy of the Personal Data they provide to Onyx, including the ability to administer user accounts and the ability to add, edit and delete contact information. Onyx agrees to assist in meeting obligations under the GDPR or applicable law for responding to a Data Subject's exercise of rights. Such rights include the right of access, right to rectification, right to be forgotten, right to restriction of Processing, and right of data portability. In accordance with applicable law, Onyx shall promptly notify you if it receives a request from a Data Subject for whom you submitted Personal Data in respect of the exercise of the rights of the Data Subject and shall ensure that it does not respond to that request except on your documented instructions provided to us within a reasonable timeframe, or as required by law, in which case Onyx shall to the extent permitted by law inform you of that legal requirement before responding to the request. You agree that a reasonable timeframe to provide us with documented instructions is two (2) weeks. When we do receive your timely instructions we will make reasonable efforts to comply with your instructions, consistent with applicable law. Where we do not receive your documented instructions within a two-week timeframe from the time that we notify you of the Data Subject's request, we will comply with the request made by the Data Subject in exercise of their rights.

(j) Data Breach and Other Obligations. In the event of any breach or compromise of the security, confidentiality or integrity of Personal Data, Onyx will inform you of the breach as required under applicable law, typically through contacting you via email and posting a notice on our website. In addition, we will make available to you all information necessary for you to demonstrate or maintain your compliance with data protection, as required under applicable law.

(k) Retention of Data. Personal Data shall be retained in accordance with your use of Onyx's Software and services. Onyx shall add, update or delete personal information as instructed by you. We shall delete Personal Data in response to your request to delete data or when Onyx determines that such deletion is appropriate. We shall remove deactivated data from our central database within a reasonable time, usually after thirty (30) days, and permanently delete the data within a reasonable time, usually after one (1) year. In addition, after termination of this Agreement Onyx shall delete Personal Data provided by you. You authorize Onyx to delete your data from our systems after 30 days from the date of termination of this Agreement. On your request, we shall return Personal Data to you if such request is made prior to performing our standard delete function. Personal Data will only be further retained as allowed under applicable law or required under regulatory provisions mandating record retention.

(l) File Sharing by You. If you use file sharing or synchronization features of the Software that permit transfers within your organization, you are responsible for ensuring that (i) the

transfer (and the transferred information) is in compliance with all of the terms and conditions of this Agreement, and (ii) the transferred content is complete, accurate and error-free transfer.

(m) Contact Information. If you have any questions about the subject matter of this Section 11, please contact us at:

Organization: Onyx Graphics, Inc.  
Contact: Customer Privacy Services  
Address: 6915 S High Tech Dr., Midvale, UT 84047  
E-mail: [privacy@onyxgfx.com](mailto:privacy@onyxgfx.com)  
Phone: (801) 568-9900

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(b) Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof and to the extent permitted by applicable law. Third-party terms are governed by any law they specify. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with such Rules. The location of the arbitration shall be in Amsterdam, the Netherlands. Arbitration shall be conducted in the English language.

(c) Export Restrictions. You acknowledge that the Software and Documentation are subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Software and Documentation, including the U.S. Export Administration Regulations as well as end-user, end-use, export, import, and destination restrictions issued by U.S. and other governments.

(d) Severability. If any of the terms of this Agreement are determined to be invalid or unenforceable by the court of competent jurisdiction, it shall not invalidate the rest of this Agreement, which shall remain in full force and effect as if such terms had not been a part of this Agreement. In such a case such provision shall be replaced by another provision approaching to the extent possible the same meaning as the ineffective provision.

(e) Waiver. Any waiver by Onyx of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No delay or failure by Onyx to exercise any right or power under this Agreement or to insist on strict compliance by you will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

(f) Assignment. You may make a permanent transfer of this Agreement and the Software (including any associated dongle) to another end user that has acquired all the Operating Computers and Printers with which the Software is operated; provided that you notify Onyx in writing of the identity of such transferee and such transferee notifies Onyx in writing that it agrees to be bound by the terms and conditions of this Agreement, including the attached terms applicable to Third-Party Software. You are responsible for removal of any data stored on a transferred Operating Computer and Printer. This transfer must include all copies of the Software and Documentation, any associated dongle, and this Agreement. Onyx may assign its rights or obligations to its corporate affiliates at any time and to other parties without your consent.

(g) Authority to Contract. You represent that you are a person of full age in your state or country and, if applicable, your employer or a third party has duly authorized you to enter this Agreement.

(h) Headings. Section headings are provided for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect whatsoever.

(i) Force Majeure. Onyx shall be excused from delays or failure to perform its duties to the extent such delays or failures are caused by or result from acts of nature; flood, fire, earthquake or explosion; war or hostilities, terrorist threats or acts, cyberattacks; riot or other civil unrest; government order, law or other acts of governmental authorities; embargoes or blockades; emergencies; strikes, labor stoppages or other industrial disturbances; epidemic, pandemic or other illness outbreaks; or other similar events beyond the reasonable control of Onyx

(j) Notices. All legal notices between the parties (for example, regarding disputes) between the parties shall be in writing and shall be sent to the other party's address of record by email or other electronic messaging (with confirmation of receipt), certified or registered mail with provisions for a receipt, or commercial express delivery service.

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Last updated February 7, 2025

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