

ANNEX A2- DATA PROTECTION PROVISION

Definitions.

"End User" means any and all employees, contractors, consultants, agents or other representatives of UNICEF; any members or customers of UNICEF; any other external users collaborating with UNICEF, in each case, authorized by UNICEF to access and use the Services; and every user of the platforms and its affiliated applications.

"UNICEF Data" means any and all data, including all text, sound, software, or image files that are provided to the Contractor by, or on behalf of, UNICEF and/or End Users through UNICEF's and/or End Users' use of the Services or in connection with Services, including any information, whether in oral or written (including electronic) form, created by or in any way originating with UNICEF and/or End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with UNICEF and/or End Users, in the course of using and configuring the Services. UNICEF Data specifically includes, without limitation, (a) any and all credentials issued to UNICEF by the Contractor, records relating to UNICEF's use of the Services and administration of End User accounts, and other UNICEF information and (b) any and all End User account credentials and information, and any and all records sent, received and/or created by or for End Users, including, without limitation (i) any email content, headers and attachments, and/or (ii) any personally-identifiable, financial or other information of any End User or third party the use and/or disclosure of which is restricted under applicable laws, in each case, contained in such records or in any logs or other records of the Contractor reflecting End User's use of the Services.

2. Status. The Contractor recognizes that UNICEF is a subsidiary organ of the United Nations, an international organization established by treaty, and that as a result of its status it enjoys certain privileges and immunities as set forth in the Convention on the Privileges and Immunities of the United Nations (the "General Convention") and is an "international organization" for purposes of the International Organizations Immunities Act, Public Law 79- 291 enacted by the United States Congress on 29 December 1945 (the "Immunities Act"). The Contractor further recognizes that UNICEF Data is subject to the privileges and immunities accorded to the United Nations, including UNICEF, pursuant to the General Convention and as such (a) will be deemed part of UNICEF's archives which are inviolable wherever located and by whomsoever held and (b) will be immune from search, requisition, confiscation, expropriation and any form of interference, whether by executive, administrative, judicial or legislative action, unless such immunity is expressly waived in writing by UNICEF.

3. Data Ownership and Protection. (a) The Parties agree that, as between them, all UNICEF Data compiled by, processed by or received by the Contractor under the Contract, together with all rights (including intellectual property and proprietary rights), title and interest thereto, will be the exclusive property of UNICEF, and the Contractor has a limited, nonexclusive license to

access and use these UNICEF Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. Except for the foregoing license, the Contractor will have no other rights, whether express or implied, in or to any UNICEF Data or its content.

(b) The Contractor (i) will treat the UNICEF Data as confidential;(ii) will segregate UNICEF Data from other data to the fullest extent possible; (iii) will use the UNICEF Data only for the purpose of fulfilling its duties under the Contract and for the sole benefit of UNICEF and its End Users; (iv) will deliver the UNICEF Data only to UNICEF or duly authorized representatives of UNICEF; and (v) will not disclose or transmit the UNICEF Data or their contents to any person or entity (other than the personnel of the Contractor (as defined below) who need to access the UNICEF Data to enable the Contractor to deliver the Services under this Contract) without the prior written consent of UNICEF. The Contractor will ensure that, prior to being granted access to the UNICEF Data, all employees, contractors, agents and other representatives of the Contractor ("personnel") who will perform services under this Contract: (A) have undergone and passed criminal background screenings; (B) have successfully completed training of a nature sufficient to enable them to effectively comply with all UNICEF Data protection provisions of this Contract; and (C) possess all qualifications necessary to the nature of their duties and the sensitivity of the UNICEF Data.

(c) The Contractor will not use any UNICEF Data for the benefit of the Contractor or any third party and, in particular, will not engage in "data mining" of any UNICEF Data or communications by or for UNICEF or any End Users, whether through automated or human means, except as expressly authorized in writing by UNICEF.

(d) UNICEF retains the right to use the Services to access and retrieve, at any time and in UNICEF's sole discretion, any UNICEF Data stored on the Contractor's infrastructure relating to the Services.

(e) The Contractor will implement, maintain and use administrative, technical, physical, procedural and security infrastructures, facilities, tools, technologies, practices and other measures, (collectively, "Protective Measures"), including, without limitation, data encryption, anti-virus and anti-malware protections, intrusion detection and reporting methods, which are necessary and sufficient: (i) to protect the confidentiality and integrity of all UNICEF Data that is electronically maintained, stored, processed and/or transmitted; (ii) to protect all UNICEF Data from unauthorized access, destruction, use, modification or disclosure; and (iii) to protect all UNICEF Data against deterioration or degradation of its quality and authenticity. Such Protective Measures will be no less protective than those used by the Contractor to protect its own confidential information, and in no event less than reasonable in view of the nature and type of UNICEF Data involved. The Contractor will be held accountable only for the development environments maintained by the Contractor.

(f) UNICEF will have the exclusive right to determine the geographical boundaries and location of the facilities where UNICEF Data may be transferred to, stored and processed. The

Contractor will not transfer or otherwise process UNICEF Data or change the location of the facilities at which UNICEF Data is stored without UNICEF's prior written approval.

(g) The Contractor will impose the same requirements relating to data protection and non-disclosure of data, as are imposed upon the Contractor itself by the Contract, on its service providers, subcontractors and other third parties and will remain responsible for compliance with such requirements by its service providers, subcontractors and other third parties.

4. Compelled Disclosure. (a) If disclosure of any UNICEF Data is compelled (whether directly or indirectly) under a legally binding order or other instrument issued by any local, national or international governmental regulatory or law enforcement authority or agency, tribunal, court or arbitrator (each a "Governmental Body" and collectively, "Governmental Bodies") that has jurisdiction over the Contractor or data held and processed by the Contractor, the Contractor shall, before making any disclosure of any UNICEF Data, take the following actions:

(i) promptly notify UNICEF of such compelled disclosure and the terms thereof and provide UNICEF with the Contractor's legal opinion that such disclosure is legally binding on it and that the legal process is sufficient and valid;

(ii) consult with UNICEF regarding the Contractor's response to such demand or request and, at UNICEF's request, provide UNICEF a true, correct and complete copy of the Contractor's response to such demand or request;

(iii) advise the relevant Governmental Body of the inviolability of UNICEF Data under the General Convention and the International Organizations Immunity Act, Public Law 79-291, 29 December 1945 (USA) or such other national law recognizing the privileges and immunities of UNICEF in such jurisdiction;

(iv) use its best efforts to redirect such Governmental Body to request disclosure directly from UNICEF or, at a minimum, to provide UNICEF the opportunity to present its position to such Governmental Body;

(v) seek an extension of time for disclosure of the UNICEF Data sufficient to permit UNICEF an opportunity to obtain a protective order or take such other appropriate actions as UNICEF may deem appropriate to assert its privileges and immunities; and

(vi) cooperate with UNICEF's reasonable requests in connections with efforts by UNICEF to ensure that its privileges and immunities are upheld.

(b) The Contractor will continue to consult with UNICEF and keep UNICEF informed of developments with respect to the disclosure and subsequent use of UNICEF Data, including all communications with the relevant Governmental Body relevant to UNICEF Data, and to consult with UNICEF before taking any actions in this regard. If the Contractor is prohibited by law from

notifying UNICEF of the disclosure demanded by the relevant Governmental Body, the Contractor will nevertheless take the actions required under paragraphs (iii), (iv) and (v) above and will notify UNICEF promptly upon the lapse, termination, removal or modification of such prohibition.

5. Data Compromise. (a) "Data Compromise" means any actual, threatened or reasonably suspected unauthorized access to, disclosure of, use of or acquisition of computerized UNICEF Data that compromises the security, confidentiality, or integrity of the UNICEF Data, or the ability of UNICEF or End Users to access the UNICEF Data.

(b) In the event of any Data Compromise, the Contractor will notify UNICEF immediately upon the Contractor's discovery of such Data Compromise, specifying: (i) the nature and source of the incident, (ii) the nature or type of UNICEF Data implicated in the incident, (iii) the person or entity responsible for the Data Compromise, if known, (iv) the actions taken or proposed to be taken by the Contractor to mitigate any deleterious effect of such Data Compromise; and (v) the actions taken or proposed to be taken by the Contractor to correct, remedy or cure the breach, and to prevent similar Data Compromises from occurring in the future. The Contractor will keep UNICEF reasonable informed of the progress of the Contractor's implementation of such mitigating and corrective actions.

(c) As soon as possible following the date when the Contractor discovers a Data Compromise, the Contractor, at its sole cost and expense, will complete the implementation of any and all actions necessary to: (i) mitigate any deleterious effect of such Data Compromise, (ii) correct, remedy or cure such Data Compromise, and (iii) prevent similar Data Compromises from occurring in the future, and will restore UNICEF's and, as directed by UNICEF, End Users' access to the Services.

(d) The Contractor, at its sole cost and expense, will cooperate fully with UNICEF's investigation of, remediation of, and/or response to any Data Compromise. The Contractor's failure to resolve, to UNICEF's reasonable satisfaction, any such Data Compromise will entitle UNICEF to terminate this Contract with immediate effect.

(e) The Contractor will not provide notice of any Data Compromise directly to any Governmental Body or to any third party, in each case, without prior written permission from UNICEF.

6. Interruptions and suspension of service. (a) Notwithstanding the Force Majeure provisions contained in the Contract, in the event the Contractor, or any of its infrastructure or facilities necessary to provide the Services, experiences or suffers a disaster, the Contractor, at its sole cost and expense, will provide disaster recovery Services to UNICEF and End Users, and will take all necessary steps to ensure that neither UNICEF nor End Users are denied access to the Services for more than minimally necessary. The Contractor will procure and maintain, at the Contractor's sole cost and expense, all necessary capability to resume the provision of the Services from one or more alternate locations and via one or more alternate telecommunications

routes in the event of a disaster that renders unusable or unavailable any of the Contractor's primary infrastructure or facilities for the provision of the services.

(b) In the event of an outage of Services, the Contractor will refund or credit UNICEF, at UNICEF's election, the pro-rated amount of fees under the Contract corresponding to the time period for which the services were unavailable.

(c) The Contractor will provide UNICEF with no less than thirty (30) days' prior written notice of any time period during which the Services will be unavailable due to non-emergency scheduled maintenance or Enhancements. If the services are unavailable during any unscheduled and unforeseen times, the Contractor will immediately provide notice thereof to UNICEF and will cooperate with UNICEF's reasonable requests for information regarding the unavailability of the Services (e.g., causes, effect on the services, estimated duration).

(d) UNICEF may suspend or terminate or direct in writing the Contractor to suspend or terminate (in which case the Contractor will suspend or terminate), an End User's access to services in accordance with UNICEF's internal rules, regulations, policies and/or procedures.

7. **Disabling Code Warranty.** The Contractor represents and warrants to UNICEF that the Services will not contain, and UNICEF will not receive from the Contractor, any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any Data or any system, server, facility or other infrastructure of UNICEF or any End User (collectively, a "Disabling Code"). If a Disabling Code is identified, the Contractor, at its sole cost and expense, will take all steps necessary to: (i) restore and/or reconstruct any and all UNICEF Data lost by UNICEF and/or End Users as a result of Disabling Code; (ii) furnish to UNICEF a corrected version of the Services without the presence of Disabling Codes; and, (iii) as needed, re-implement the Services.

8. **Data Transfer on Termination or Expiration.** (a) At the time of expiration or in the event of termination of this Contract, the Contractor shall, at the written election of UNICEF, provide UNICEF with a backup copy of all then current UNICEF Data in native readable format, and where practical will attempt to securely remove all UNICEF Data relating thereto from the Contractor's servers, networks and systems. If it is not practical to remove the Data, the Contractor will inform UNICEF of such failure to remove all UNICEF Data, providing details of which UNICEF Data is affected and where it is stored. The Contractor will continue to protect the UNICEF Data and treat it as confidential in accordance with the terms of this Contract. The Contractor will take and complete all of the foregoing actions within thirty (30) days of the expiration or termination of this Contract, and will provide UNICEF with sufficient written proof of the information transferred or removed. The Contractor will ensure (i) that such migration of the UNICEF Data uses facilities, methods and formats that are compatible and interoperable with the relevant

systems of UNICEF, and (ii) that UNICEF will have sufficient access to the UNICEF Data during the entire duration of the transition. The Contractor will take all necessary actions (including, without limitation, work closely with the Contractor's successor) to provide for a successful, effective and efficient migration of UNICEF Data and transition of service with minimal disruption to UNICEF or End Users.

(b) The Contractor will provide UNICEF with no less than ninety (90) days prior written notice of impending cessation (whether by sale of equity or assets, merger, consolidation, operation of law, bankruptcy or otherwise) of the Contractor or any of its subcontractors. Such written notice will be accompanied by (i) any contingency and/or exit plans in connection with such cessation, (ii) a full inventory and configuration of the servers, routers, other hardware and software involved in the provision of the Services, along with supporting documentation, indicating which, if any, of these are owned by or dedicated to UNICEF and/or End Users. Following the giving of such notice, and prior to the expiration of such ninety (90) day period, the Contractor, at its sole cost and expense, will (a) destroy or transfer to UNICEF, or to a third party designated in writing by UNICEF, any and all UNICEF Data or other UNICEF assets previously escrowed; (b) provide UNICEF access to the infrastructure and facilities of the Contractor or its subcontractors (as the case may be) in connection with such destruction or transfer, and (c) otherwise fully implement its contingency and/or exit plans. The Contractor will take all necessary actions to provide for an effective and efficient migration of UNICEF Data and transition of service with minimal disruption to UNICEF or End Users.