FIGMA PURCHASE ORDER
TERMS AND CONDITIONS

These Purchase Order Terms and Conditions ("**Terms**") are incorporated into the purchase order or other ordering document issued by Figma to Vendor ("**Order**") and are effective as of the effective date of Order. "**Vendor**" means the vendor identified on the Order and "**Figma**" means the Figma entity identified on the Order.

1. **Structure.**

    1.1. **Orders**. Vendor's electronic acceptance, acknowledgement of an Order, or commencement of performance constitutes Vendor's acceptance of the Order and these Terms (collectively, the "**Agreement**"). Figma may revoke an Order before Vendor's acceptance.

    1.2. *Framework Agreement.* These Terms apply to all purchases of products and services by Figma from Vendor, unless Figma and Vendor are or become parties to a mutually signed agreement for procurement of the goods and/or services described in the applicable Order ("**Framework Agreement**"), in which case the Framework Agreement applies instead of these Terms.

2. **Performance.** Vendor agrees to perform all services (including software-as-a-service products) ("**Services**"), provide all software (including all updates and subsequent versions thereof) ("**Software**"), and provide all physical goods ("**Goods**" and, together with Services and Software, "**Deliverables**") described in the Order (or in a mutually agreed order form or other document issued by Vendor to Figma) and in accordance with the Agreement. Vendor will be responsible for its personnel's and subcontractors' compliance with the Agreement.

3. **Price and Payment.**

    3.1. *Price.* The price for the Deliverables will be the lower of: (a) the price indicated in the Order; or (b) Vendor's quoted price before the date of shipment (for Goods and Software) or the date Services were started (for Services). Unless otherwise specified, the price for the Deliverables includes all taxes and other charges, including shipping and delivery, duties, customs, tariffs, imposts, and government-imposed surcharges. Vendor will itemize all such taxes and other charges in its invoices. Vendor will include the Order number on each invoice.

    3.2. *Payment.* Vendor will send invoices to Figma at apinvoicing@figma.com. Payment will be due 30 days after Figma's receipt of an undisputed invoice sent to apinvoicing@figma.com. Unless otherwise indicated in the Order, payment will be in United States Dollars.

    3.3. *Expenses.* Figma will not be responsible for payment of Vendor's expenses (including all insurance premiums and insurance-related costs), unless approved by Figma in advance in writing.

4. **Delivery of Goods.**

    4.1. *Packaging.* Vendor will package and handle all Goods in a manner that: (a) is adequate to ensure safe arrival of any Goods at the final delivery location designated by Figma ("**Delivery Location**"); and (b) conforms with any instructions from Figma. Vendor will include with each delivery of Goods a packing list identifying the Order number, a description and quantity of the Goods, and the date of shipment.

    4.2. *Delivery.* Vendor will deliver the Goods to the Delivery Location. Vendor will pay all costs associated with bringing Goods to the Delivery Location (including any import duties and taxes), and Vendor is responsible for unloading (or coordinating unloading of) the Goods. Vendor will bear all risk of loss regarding the Goods until Figma's acceptance of the Goods in accordance with Section 7.3, but title to the Goods will transfer to Figma upon the earlier of: (a) Figma's payment for the Goods; or (b) Figma's receipt of the Goods at the Delivery Location.

    4.3. *Delays*. Time is of the essence with Vendor's delivery of Goods. Vendor will immediately notify Figma if it will not be able to deliver the Goods according to the timeline in the Order, in which case Figma may terminate the affected Order upon written notice to Vendor. If Figma terminates an Order under this paragraph, Figma's payment obligation under the terminated Order will be discharged in full, and Vendor will reimburse Figma in full for any prepaid amounts under the terminated Order within five days. Receipt or acknowledgment of a notice of delay will not constitute a waiver by Figma.

4.4. *Changes*. Unless otherwise specified in the Order, Figma may, at any time, by written notice to Vendor: (a) change the delivery date or location; (b) change the specifications; or (c) change the method of packing or shipment. Any claim by Vendor for increased compensation must be made within 15 business days after receipt of written notice regarding the change. Figma may, at any time, request a decrease in the ordered quantities of Goods, with a commensurate reduction in the price, and Vendor will make reasonable efforts to accommodate such request. Unless otherwise specified in the Order, any requested increase in the ordered quantities of Goods will be subject to an amended or new Order.

5. **Intellectual Property.**

5.1. *Pre-Existing Materials*. Vendor retains all right, title, and interest in and to any of its intellectual property and tangible personal property created before the date of the Agreement or independent of the Agreement ("**Pre-Existing Materials**"). Vendor hereby grants Figma a nonexclusive, transferable, sublicensable, worldwide, royalty-free, fully paid, perpetual (except with respect to software-as-a-service Deliverables, which will be term-limited as described in the Order) license to access, use, display, reproduce, make, have made, sell, offer for sale, and import Vendor's Pre-Existing Materials in the Deliverables to the extent necessary for Figma's exercise and exploitation of its rights in the Deliverables. Unless otherwise specified in writing by Figma, Vendor will obtain and assign to Figma a nonexclusive, transferable, sublicensable, worldwide, royalty-free, fully paid, perpetual license to access, use, display, reproduce, make, have made, sell, offer for sale, and import all third-party intellectual property rights that are incorporated into, required to use, or delivered with the Deliverables. Vendor will deliver copies of the above releases and licenses, if any, to Figma upon Figma's request. Figma may extend its rights to Pre-Existing Materials to its affiliates and contractors but will remain responsible for their compliance with the Agreement.

5.2. *Ownership*. "**Work Product**" means all designs, discoveries, creations, works, devices, masks, models, works in progress, deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information, and materials made, conceived, or developed by Vendor, alone or with others, specifically for Figma under the Agreement, and all copies thereof. For clarity, Pre-Existing Materials do not constitute Work Product. All Work Product will be the sole and exclusive property of Figma. Vendor hereby assigns and transfers to Figma all worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Vendor will: (a) assist Figma in every reasonable way, at Figma's expense, to secure, perfect, register, apply for, maintain, and defend for Figma's benefit all rights in and to the Work Product in Figma's name as Figma deems appropriate; and (b) treat all Work Product as Figma Data.

5.3. *Reservation of Rights*. Figma does not convey any proprietary interest in any of the following to Vendor: (a) any data used in combination with Deliverables; (b) any output derived from the use of Deliverables; and (c) any additional software or materials that Figma develops to operate in combination with the Deliverables.

6. **Representations and Warranties.**

6.1. *Generally*. Vendor represents, warrants, and covenants that: (a) all Deliverables will be provided in a manner that conforms with applicable law and the highest standards of the applicable profession, business, or industry; (b) all Deliverables will comply with the Agreement and any applicable documentation; and (c) the provision and use of the Deliverables do not and will not infringe, misappropriate, or otherwise violate the intellectual property or other proprietary rights of any third party.

6.2. *Specifically.* Without limiting Section 6.1, Vendor represents, warrants, and covenants that all: (a) Services will be provided using personnel who are skilled, experienced, and fully qualified to perform; (b) Software and Services: (i) include and will include industry-standard measures to protect the Software/Services and Figma against viruses, Trojan horses, worms, or other malicious programs or code; and (ii) is not subject to any open source or third-party licenses that would impose any obligations, encumbrances, royalties, restrictions, or requirements on Figma; and (c) Goods: (i) are not and will not be subject to any adverse claims or restrictions, including any mortgages, liens, pledges, security interests, encumbrances, or encroachments; (ii) will be new when provided, and will be free from defects in material or workmanship; (iii) will be adequately and accurately contained, packaged, marked, and labeled; and (iv) will be merchantable, and will be safe and appropriate for the purpose

for which Goods of that kind are normally used.

6.3. ***Warranty Period for Goods***. Upon Figma's request at any time during a period of one year after delivery (the "**Warranty Period**"), without limiting Figma's other remedies under the Agreement, Vendor will promptly replace any Goods that do not comply with the warranties in Section 6.2(c). Any replaced Goods will be subject to an additional Warranty Period and this Section will apply to such replacement Goods. If Vendor fails to promptly replace any defective Goods under this Section, then Figma may, in its discretion and without limiting Figma's other remedies under the Agreement: (a) replace or correct such Goods and charge to Vendor the cost of such replacement Goods; (b) terminate the Order or the Agreement for Vendor's material breach; or (c) require an appropriate reduction in price (including a refund if fees were pre-paid).

7. **Non-Conforming Deliverables.**

7.1. ***Services***. If any Services are not provided in accordance with the Agreement, without limiting Figma's other remedies under the Agreement, Figma may require Vendor to reperform the non-conforming Services. As an alternative, Figma may accept the non-conforming Services conditioned on Vendor providing a reduction in price (including a refund if fees were pre-paid) in an amount Figma reasonably determines to represent the diminished value of the non-conforming Services.

7.2. ***Software***. If any Software does not conform to the Agreement, or is otherwise defective, without limiting Figma's other remedies under the Agreement, Figma may require Vendor to correct such defects at Vendor's expense. If Vendor fails to promptly replace or correct any defective Software, then Figma may, in its discretion and without limiting Figma's other remedies under the Agreement: (a) replace such Software and charge to Vendor the cost of such replacement Software; (b) terminate the Order or the Agreement for Vendor's material breach; or (c) require a reduction in price (including a refund if fees were pre-paid) in an amount Figma reasonably determines to represent the diminished value of the non-conforming Software.

7.3. ***Goods***. If any delivered Goods do not conform to the Agreement (including if the quantity of Goods is incorrect), then within 30 days of Figma's receipt of the Goods at the Delivery Location (the "Inspection Period") Figma may, in its discretion and without limiting Figma's other remedies under the Agreement: (a) reject the entire shipment; (b) reject the non-conforming Goods and accept the conforming Goods; or (c) accept the entire shipment with a reduction in price (including a refund if fees were pre-paid) in an amount Figma reasonably determines to represent the diminished value of the non-conforming Goods. Figma's payment for Goods before or during the Inspection Period will not be deemed acceptance by Figma. If Figma does not provide notice of rejection within the Inspection Period, the Goods will be deemed accepted.

8. **Confidentiality**. All data provided by Figma, generated by Figma using any Deliverables, observed by Vendor while on-site at a Figma facility or event, or otherwise collected by Vendor in connection with the Agreement and/or the provision of Deliverables ("**Figma Data**") will be deemed confidential information of Figma. Vendor will: (a) use the Figma Data solely as necessary to provide the Deliverables to Figma; (b) use industry standard safeguards to protect the Figma Data from unauthorized disclosure; (c) disclose Figma Data solely to Vendor's personnel who have a need to know such information and are under a legal obligation to keep such information confidential in accordance with this paragraph; and (d) securely destroy all Figma Data in Vendor's possession or control upon Figma's request or upon termination or expiration of the Agreement (subject to Section 9.3 (Effect of Termination)). Vendor may not publicize the Agreement or Vendor's relationship with Figma, or use Figma's name or logo, without Figma's prior written consent in each instance. Vendor may not use any Figma Data to create any derivative works or to train or otherwise improve any of Vendor's (or Vendor's service providers') artificial intelligence or machine learning models or algorithms. If Vendor has access to any Figma Data, Vendor will comply with **Exhibit A**.

9. **Term and Termination.**

9.1. ***Term***. Notwithstanding anything to the contrary in any order form or other document issued by Vendor to Figma, the Agreement will not automatically renew.

9.2. ***Termination***. Figma may terminate the Agreement for convenience upon 30 days' prior written notice to Vendor. Either party may terminate the Agreement if the other party is in material breach of the

Agreement and (if such breach is capable of cure) the breaching party fails to cure such breach within 30 days after the terminating party provides written notice of the breach.

9.3. **_Effect of Termination_**. Upon termination or expiration of the Agreement: (a) Vendor will make available to Figma all Figma Data then held by Vendor for electronic retrieval for a reasonable period (not to exceed 30 days unless requested by Figma); (b) the parties will negotiate in good faith a mutually acceptable plan for transition services to ensure Figma's orderly transition to another provider; (c) Vendor will provide a pro rata refund to Figma for any Deliverables for which Figma pre-paid but did not receive; and (d) Sections 1, 5-8, 9.3, 10, 11, 13, and 14 of these Terms will survive.

10. **Indemnification.** Vendor will indemnify, defend, and hold harmless Figma and its related parties from and against any third-party claims, demands, losses, costs, expenses, damages, and liabilities (including reasonable attorneys' fees) arising from or relating to any: (a) breach by Vendor of Section 6; and (b) breach of its confidentiality, security, and data privacy obligations. Figma will promptly notify Vendor of any claim and provide reasonable assistance. Vendor will have control over the defense and settlement of the claim but will allow Figma to participate at its own expense and will not settle any claim without Figma's prior written consent if Figma is required to admit any fault or pay any unreimbursed amounts.

11. **Limitations of Liability**. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY'S AGGREGATE LIABILITY WILL EXCEED THE FEES PAID OR PAYABLE BY FIGMA TO VENDOR IN THE PRIOR TWELVE-MONTH PERIOD. "EXCLUDED CLAIMS" MEANS LIABILITIES RESULTING FROM: (A) EITHER PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (B) VENDOR'S INDEMNIFICATION OBLIGATIONS; AND (C) VENDOR'S BREACH OF SECTIONS 6 OR 8. THIS SECTION 11 ALLOCATES THE RISK OF THE AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY VENDOR AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE AGREEMENT. THE LIMITATIONS IN THIS SECTION 11 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THE AGREEMENT.

12. **Insurance**. Vendor will procure and maintain at its sole cost industry-standard insurance coverage (not less than the insurance coverage required by law).

13. **Relationship**. The parties are independent contractors of each other. Each party is responsible for instructing and managing its employees and personnel. The Agreement does not create any agency, partnership, or joint venture relationship between the parties. There are no third-party beneficiaries of the Agreement. Nothing in the Agreement limits Figma's right to procure goods and services from or otherwise engage with any third party.

14. **General.**

14.1. **_Governing Law and Venue_**. These Terms will be governed by the laws of the jurisdiction indicated below, depending on the Figma entity identified in the Order. Any legal action or proceeding arising under these Terms will be brought exclusively in the venue indicated below. If no Figma entity is identified in the Order, the Figma entity will be "Figma, Inc." The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Figma Entity	Governing Law	Venue
Figma, Inc. Figma Canada Ltd. Any other Figma entity not listed	California	Federal or state courts of San Francisco, CA
Figma UK Limited Figma Ireland Limited Figma Netherlands B.V. Vmlapp Sweden AB Figma GmbH Figma France SAS	England and Wales	Courts of London, England

Figma Japan K.K. Figma Singapore Pte. Limited	Singapore	Arbitration in Singapore using the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce, by one independent, disinterested commercial arbitrator appointed in accordance with such rules. The prevailing party in the arbitration will be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees, and all other expenses) incurred in connection therewith.

14.2. ***Regulations.*** Vendor will not export, re-export, resell, or transfer any export-controlled commodity, technical data, or software: (a) in violation of such limitations imposed by the United States or any other appropriate national government authority; or (b) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals. Vendor represents and warrants that it is not the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Vendor organized or resident in a country or territory that is the subject of Sanctions. Vendor will not take any action that will render Figma liable for a violation of any anti-bribery legislation (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010), which prohibits the offering, giving, promising to offer or give, or receiving, directly or indirectly, anything of value to any third party to assist Vendor or Figma in retaining or obtaining business or in providing Services. **To the extent applicable, Vendor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. To the extent applicable, Vendor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.** To the extent applicable, Vendor will also abide by: (i) the Office of Federal Contract Compliance Programs' pay transparency requirements; and (2) the requirements 41 CFR § 61-300.10 regarding veterans' employment reports, 29 CFR § 1602.7 regarding the annual EEO-1 Report, and 29 CFR Part 471, Appendix A to Subpart A, regarding posting a notice of employee labor rights.

14.3. ***Force Majeure***. To the extent Figma's performance is prevented, delayed, or obstructed by causes beyond Figma's reasonable control, including acts of God, natural disasters, war, terrorism, riots, fire, pandemic, epidemic, government actions, or other similar events ("**Force Majeure Events**"), Figma will not be liable for such failure to perform. If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate the Agreement without liability upon written notice to the other party.

14.4. ***Records.*** Vendor will maintain complete and accurate records and information to demonstrate its compliance with this Agreement. Figma (or its appointed representative) may carry out an audit of such records, but any such audit must be: (a) conducted during Vendor's regular business hours; (b) with 45 days' advance notice to Vendor; (c) carried out in a manner that prevents unnecessary disruption to Vendor's operations; and (d) subject to reasonable confidentiality procedures. Audits will be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction. Figma will be responsible for any costs arising from such audit.

14.5. ***Assignment***. Neither party may assign the Agreement without the other party's consent, which will not be unreasonably withheld; except Figma may assign the Agreement without Vendor's consent to an affiliate of Figma or in connection with a merger, acquisition, reorganization, sale of all or substantially all of its assets, or other similar transaction. Any purported assignment in violation of the foregoing is null and void.

14.6. ***Entire Agreement***. In the absence of a Framework Agreement, the Agreement constitutes the entire

agreement between the parties regarding the Deliverables. The Agreement may not be added to, modified, or superseded except by a writing signed by an authorized Figma representative. If there is any conflict between the Order and these Terms, these Terms will supersede unless the Order explicitly overrides an identified section of these Terms. Any terms contained in any acknowledgment, invoice, or other communication of Vendor which are inconsistent with the Agreement are hereby rejected (even if Vendor purports to condition acceptance of the Order on such terms). All click-wrap, browse-wrap, and similar online terms accompanying any of Vendor's products or services are also hereby rejected by Figma and do not apply as to Figma or its users. These Terms may only be amended in a writing signed by both parties and stating that it is amending the Agreement.

14.7. ***Miscellaneous***. If any provision of the Agreement or portion of a provision is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement. To be effective, all notices to Figma must be given in writing to legal@figma.com and all notices to Vendor must be given to the contact information provided in the Order or such other contact information that Vendor designates.

EXHIBIT A
SECURITY AND PRIVACY REQUIREMENTS

1. **Definitions.**

   1.1. "**Data Protection Laws**" means all applicable data privacy, data protection, and cybersecurity laws, rules, and regulations to which the Figma Personal Data are subject. "Data Protection Laws" includes, without limitation, the California Consumer Privacy Act of 2018 ("**CCPA**"), the California Privacy Rights Act ("**CPRA**"), the Colorado Privacy Act ("**CPA**"), the Connecticut Data Privacy Act ("**CTDPA**"), the Utah Consumer Privacy Act ("**UCPA**"), the Virginia Consumer Data Protection Act ("**VCDPA**") and the EU General Data Protection Regulation 2016/679 ("**GDPR**").

   1.2. "**Figma Personal Data**" means personal information Processed by Vendor on behalf of Figma. For clarity, all Figma Personal Data is Figma Data.

   1.3. "**Process**" or "**Processing**" means any operation or set of operations which is performed on Figma Data or sets of Figma Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.

   1.4. "**Security Incident(s)**" means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Figma Data.

2. **Minimum Security Requirements**. Vendor will implement and maintain an information security program that is consistent with industry standard practices taking into consideration the sensitivity of the relevant Figma Data and the nature and scope of the Deliverables, includes commercially reasonable administrative, technical, and physical safeguards designed to protect Figma Data, and complies with Data Protection Laws.

   2.1. *Written Information Security Policy*. Vendor will maintain a written information security policy consistent with established industry standards.

   2.2. *Security Personnel*. Vendor devotes adequate personnel resources to information security.

   2.3. *Background Checks*. To the extent legally permissible and practicable in the applicable jurisdiction, Vendor conducts pre-employment or pre-engagement screening on employees and contractors who will have access to Figma Data.

   2.4. *Employee and Contractor Confidentiality*. Vendor requires all Vendor employees and contractors to execute a confidentiality agreement as a condition of employment or engagement and to follow policies on the protection of Figma Data, confidential information, and information security procedures.

   2.5. *Information Security and Privacy Training*. Vendor conducts mandatory trainings for Vendor employees and contractors, at least annually, on ethics, privacy, and information security awareness. These trainings are reviewed and updated annually.

   2.6. *Code of Conduct*. Vendor maintains a Code of Conduct and disciplinary process that is used when Vendor employees or contractors violate Vendor security or privacy policies.

   2.7. *Physical Access Controls*. Vendor implements physical access control measures at Vendor facilities designed to prevent unauthorized access to data processing systems (e.g., access ID cards, card readers, front desk officers, alarm systems, video surveillance, and exterior security).

   2.8. *Least Privilege Access*. Vendor access rights to Figma Data are based on the principle of least privilege and designed to ensure that persons entitled to use a data processing system have access only to the Figma Data for which they have a business need.

   2.9. *Logical Separation*. Vendor will ensure Figma Data is logically separated from other Vendor client data.

   2.10. *Password Management*. Vendor will maintain a password management policy designed to ensure strong passwords consistent with industry standard practices.

2.11. ***Intrusion Detection Processes***. Vendor will deploy intrusion detection processes in order to monitor and respond to alerts which could indicate potential compromise of Figma Data as appropriate. Vendor will regularly review access logs as part of this process.

2.12. ***Encryption***. Figma Data will be encrypted in-transit and at rest as appropriate.

2.13. ***Data Entry Controls***. Vendor will maintain data entry control measures designed to ensure Vendor can check and establish whether and by whom the Figma Data has been input into data processing systems, modified, or removed.

2.14. ***Incident Response Plan***. Vendor will maintain an incident response plan that addresses Security Incident handling.

2.15. ***Backups of Figma Data***. Vendor will maintain an industry standard backup system and backup of Figma Data designed to facilitate timely recovery in the event of a service interruption.

2.16. ***Disaster Recovery and Business Continuity Plans***. Vendor will maintain disaster recovery and business continuity plans consistent with industry standard practices.

3. **Security Incidents.**

   3.1. ***Notice***. Upon becoming aware of a Security Incident, Vendor will provide written notice to Figma without undue delay (and, in any event, within the time frame required under Data Protection Laws). Where possible, such notice will include all available details required under Data Protection Laws for Figma to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

   3.2. ***Remediation***. Vendor will take reasonable measures to mitigate the risks of further Security Incidents. Figma and Vendor will agree upon a remediation plan to address the Security Incident. Where the Security Incident is due to Vendor's breach of this Exhibit, Vendor will reimburse Figma for its actual, out of pocket remediation costs and expenses incurred as a result of actions required to be taken under Data Protection Laws or agreed upon between the parties with respect to a Security Incident, including, where applicable, (a) the creation and transmission of legally required notices to affected individuals, (b) call center support to respond to inquiries, and (c) legally required credit monitoring services for affected individuals. Figma will have sole discretion to control the timing, content and manner of any notices provided under this paragraph.

4. **Audits**. Vendor will maintain complete and accurate records and information to demonstrate its compliance with this Exhibit. Where Data Protection Laws afford Figma an audit right, Figma (or its appointed representative) may carry out an audit of Vendor's facilities, policies, procedures, and records relevant to the Processing of Figma Data. Any audit must be: (a) conducted during Vendor's regular business hours; (b) with 45 days' advance notice to Vendor; (c) carried out in a manner that prevents unnecessary disruption to Vendor's operations; and (d) subject to reasonable confidentiality procedures. Audits will be limited to once per year, unless an audit is carried out at the direction of a government authority having proper jurisdiction. Figma will be responsible for any costs arising from such audit.

5. **Data Privacy.**

   5.1. ***Relationship.*** The parties acknowledge that, for the purposes of Data Protection Laws, Figma is a "controller" and Vendor is a "processor". The only Processing which Figma has authorized Vendor to do is for the provision of the Deliverables under the Agreement.

   5.2. ***Restrictions.*** When Processing Figma Personal Data, Vendor will: (a) comply with Data Protection Laws in the provision of the Deliverables and the performance of its obligations under the Agreement; (b) notify Figma immediately if it considers that any of Figma's instructions infringe Data Protection Laws; (c) Process Figma Personal Data only in accordance with the Agreement and otherwise only on Figma's written instructions unless Vendor is required to do otherwise by law. If it is so required, Vendor will promptly notify Figma before processing the Figma Personal Data unless prohibited by law; (d) at Figma's direction, delete or return Figma Personal Data (and any copies of it) to Figma on termination of the Agreement unless Vendor is required by law to retain it; and (e) notify Figma promptly if it receives a request from a data subject exercising their rights under Data Protection Laws, and provide Figma with all reasonable assistance Figma may require to respond to any complaint, communication, or

request from such data subject.

5.3. ***Data Processing Agreement.*** Vendor is not authorized to make or authorize any cross-border transfers of Figma Personal Data unless the parties have first executed a separate data processing agreement. Figma's prior specific written authorization is required before Vendor may use any subprocessors, and in such event, the parties will also be required to execute a separate data processing agreement. Vendor will remain responsible to Figma for Vendor's subprocessors' failure to perform their obligations with respect to the Processing of Figma Personal Data.