

HEROIC SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is entered into on this 2nd day of March 2018 (the "**Effective Date**") between GameUp Online, Inc. d/b/a Heroic Labs with a place of business at London, UK ("**Company**"), and Inc., with a place of business at San Francisco, USA ("**Customer**"). The parties agree as follows:

1. SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer with the Services (as defined in Exhibit A) in accordance with the Service Level Terms and with reasonable technical support services in accordance with the terms set forth in Exhibit B attached hereto. During the Term, Customer may access and use the Services for Customer's internal business purposes only in conjunction with the Customer's applications listed on Exhibit A (the "**Customer Applications**"). Customer will use the Services to provide the Customer Applications to its end users ("**End Users**") and End Users will not access and use the Services other than through use of the Customer Applications. As part of the registration process, Customer will identify an administrative username and password for Customer's account. Company reserves the right to refuse registration of, or cancel passwords that it deems inappropriate.
- 1.2. During the term, Customer consents to Company's use of and access to the Customer Materials to provide the Services to Customer in accordance with the terms and conditions of this Agreement. For the purpose of this Agreement, "**Customer Materials**" means any and all text, multimedia, graphics, audio, video, data, software and other information or content provided by Customer to Company for use with and display through the Services.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software or application programming interfaces ("**APIs**") made available by the Company hereunder (collectively, the "**Software**"), or the documentation provided hereunder (the "**Documentation**"), or data related to the Services, (ii) modify, translate, or create derivative works based on the Services, any Software (except to the extent expressly permitted by Company or authorized within the Services) or the Documentation, (iii) license, rent, transfer, assign or use the Services or any Software for timesharing, resale or service bureau purposes or otherwise for the benefit of a third party, (iv) or remove any proprietary notices or labels, (v) use the Services to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions, (vi) copy, frame or mirror any part or content of the Services, (vii) access the Services, Software or the Documentation in order to build a competitive product or service, or (viii) interfere with or disrupt the integrity or performance of the Services. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to install, use, reproduce and distribute such Software during the Term only in connection with use of the Services.
- 2.2. Customer represents, covenants, and warrants that Customer will use the Services and the Software only in compliance with Company's standard published policies then in effect, the Documentation or instructions provided to Customer, and all applicable laws and regulations. Although Company has no obligation to monitor Customer's use of the Services, Company may

so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer's use of any APIs made available to Customer in conjunction with the Services are subject to any reasonable additional terms and conditions or limitations set forth in the Documentation and as provided to Customer by Company from time to time. Such limitations may include a limitation or throttle on the number of calls that Customer may make to the APIs or similar usage restrictions. Company may utilize technical measures to prevent over usage and/or stop usage of the APIs by Customer after any usage limitations are exceeded.

- 2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services and the Software, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.
- 2.4. Unless Customer receives prior express written authorization from Company, Customer may not process via, or submit to, the Services any Customer Materials that include any: (i) "personal health information," as defined under the Health Insurance Portability and Accountability Act of the United States of America, (ii) government issued identification numbers, including Social Security numbers, driver's license numbers and other state or national issued identification numbers, (iii) financial account information, including bank account numbers, (iv) payment card data, including credit card or debit card numbers, (v) biometric information, such as fingerprints or voiceprints, or (vi) "sensitive" personal data, under Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU Regulation**") and any national laws adopted pursuant to the EU Regulation, about residents of Switzerland and any member country of the European Union, including racial or ethnic origin, political opinions, religious beliefs, trade union membership, physical or mental health or condition, sexual life, or the commission or alleged commission any crime or offense.
- 2.5. The parties shall issue a joint press release announcing the fact of this Agreement and describing the nature of their relationship hereunder the content and timing of the press release shall be mutually agreed upon. Provided that Company complies with Customer's brand guidelines as provided to Company from time to time: (i) Company will have the right to list Customer as a customer in written, oral and electronic materials which include the names of Company's customers; and (ii) provide Customer as a customer reference for Company. Customer will also in good faith consider participating in a case study regarding Customer's use of the Services. Except as expressly permitted in this Agreement, Company will not use any trademark, service mark, trade name, or other name or logo of Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement or the Services rendered hereunder without the prior written consent of Customer.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes without limitation non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("**Customer Data**"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or

as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document: (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

- 3.2. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Customer hereby grants to Company a limited, royalty-free, non-exclusive license to collect, analyze and use the Customer Data: (i) as necessary for Company to provide the Services in accordance with this Agreement during the Term and (ii) solely in an anonymized and aggregate form, to market, improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, provided that all Customer Data shall at all times be subject to the confidentiality obligations of Section 3.1.
- 3.3. Company shall own and retain all right, title and interest in and to: (i) the Services and Software, all improvements, enhancements or modifications thereto or listed in Exhibit B, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, except for those items listed in Exhibit C and (iii) all intellectual property rights related to any of the foregoing. Company and its licensors reserve all rights and licenses in and to the Services and Software not expressly granted to Customer under this Agreement.
- 3.4. The Customer and Company agree that API Integration and Code development (the "Deliverables") will be works made for hire owned exclusively by the Customer. All Deliverables will be the sole and exclusive property of the Customer, including without limitation all Deliverables resulting from Services that may have been performed by the Company before the Effective Date, including all worldwide patent rights (including patent applications and disclosures), copyright rights, rights to secure copyrights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "Intellectual Property Rights") therein. At Customer's request and expense, the Company agrees to execute documents or take other reasonable steps in order that Customer may acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Deliverables.
- 3.5. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.
- 3.6. If Customer provides suggestions, feedback or other input to Company concerning the functionality and performance of the Services or the Software, including identifying potential errors and improvements ("**Feedback**"), then subject to the terms and conditions of this Agreement, Customer hereby grants Company and its affiliates a limited, worldwide, non-exclusive, royalty-free, fully paid-up right and license to all Feedback and all intellectual property rights therein (except patent rights and trademark and branding rights) to use, perform, display, reproduce, create derivative works, make, have made, use, sell (directly or indirectly), offer for sale or disposition, import, dispose and otherwise exploit such Feedback for any purpose. The foregoing license shall be fully transferable and sublicensable.

3.7. The Parties agree to the Data Privacy Addendum attached hereto.

4. PAYMENT OF FEES

- 4.1. Customer will pay Company the then applicable fees described in Exhibit A and B for the Services and Implementation Services (as defined in Exhibit A and B), if any, in accordance with the terms therein (the "**Fees**"). If Customer's wishes to use of the Services with additional Customer Applications other than those set forth on Exhibit A, such use may require the payment of additional fees (per the terms of this Agreement), and the parties will negotiate in good faith the fees and payment terms for such additional fees. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). All such Fee changes must be agreed to in writing by both Parties. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2. Company may choose to set up automatic, recurring billing through the Services or bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days from the receipt of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

- 5.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form the "**Term**"., unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 5.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice, if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Following the termination of this Agreement, Customer will immediately discontinue use of the Services and Software, and destroy any copies of such Services or Software. Customer agrees to provide written confirmation of its compliance with the foregoing requirement upon Company's written request.
- 5.3. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services, if any, in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY

SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

- 7.1. Company shall hold Customer harmless from liability to third parties resulting from infringement by the Services of any United States copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made solely in whole or in part in accordance with Customer specifications that are contrary to any feedback or guidance provided by Company, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials not provided by Company and where the alleged infringement relates to such combination (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (vi) open source software supplied with or used with the Services or Software, or (vii) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.
- 7.2. Customer shall hold Company harmless from liability to third parties resulting from infringement by the Customer Materials or Customer Applications of any copyright or misappropriation of any trade secret, provided Customer is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Customer will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THI

ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY LISTED IN THIS SECTION 8 DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS LISTED IN SECTION 7 OR DAMAGES RESULTING FROM BREACHES OF CONFIDENTIALITY.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign, transfer, or sublicense this agreement except with the other party's prior written consent. Notwithstanding the foregoing, either party may transfer and assign any of its rights and obligations under this Agreement without consent in the event of a merger or acquisition of all or substantially all of the party's assets, provided that a successor and/or assign assumes all rights and obligations of this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorney's fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

In witness whereof, the parties hereto have caused this Agreement to be executed as of the Effective Date.

GAMEUP ONLINE, INC.

INC.

By:  _____

By:

Name: Christopher Molozian

Name:

Title: Cofounder & CEO

Title:

EXHIBIT A
Private Cloud

Services: Company will deploy, operationalize, and maintain a Private Cloud on Google Cloud Platform for Customer. The Company's engineers will operate as a dedicated operations team and handle all on-call responsibilities. The deployment will use Nakama Enterprise, include all server licenses required for multiple game projects, and include the Company's Enterprise support plan.

The Enterprise support plan includes dedicated email support, 24x7 support hours for escalated responses, 1-hour response time, 99.5% uptime, private Shared Channel with Slack, and hot fixes/patches for critical issues.

Service Fees: As consideration for Company providing the Services hereunder, Customer will pay Company _____ USD/month for each set of clusters per game (3 environments per game). This Agreement includes 3 sets of clusters (_____ USD/monthly):

Initial Service Term: Twelve Months beginning March 2, 2018.

Customer Applications: Company may use the Services across multiple game projects developed by the Growth or _____ team within _____ Inc.

EXHIBIT B
Professional Services

Services: The Company will provide the Customer with two dedicated support engineers who will work alongside the Customer's engineering team remotely. This engineer is available via email, phone calls, video calls, and screen sharing as needed during regular business hours. The engineer will troubleshoot and debug server-related issues, provide training, and code review/consultation on any custom code written.

The following work items will also be completed:

1. New server APIs to count, move, and force disconnect presences from streams when connected with the server cluster.
2. Internal administrative APIs to disable or remove user accounts by ID, retrieve an export of all data stored by user ID, and maintain a data retention policy which matches with the _____ Terms of Service.
3. Benchmarks for workloads against expected usage patterns from game clients.

Service Fees: As consideration for Company providing the Services hereunder, Customer will pay Company _____ USD/month.

Initial Service Term: Three (3) month term beginning March 2, 2018.

Customer Applications: Company may use the Services across multiple game projects developed by the Growth or _____ within _____ Inc.

**EXHIBIT C
DELIVERABLES**

Deliverables: The Company will provide the Customer with the following Deliverables,

1. Direct API integration with the [redacted] user accounts system.
2. Lua code development for questions framework and gameplay and user accounts (RPC development)

Fees: Fees for deliverables are included in the Service Fees listed above.

Initial Service Term: Deliverables Due: Within three (3) months beginning March 2, 2018.

Customer Applications: Company may use the Services across multiple game projects developed by the Growth
or [redacted] team within [redacted], Inc.

DATA PROCESSOR ADDENDUM

This Data Processor Addendum (the "**Addendum**") constitutes an integral part of all agreements (the "**Services Agreement(s)**") by and between GameUp Online, Inc. d/b/a Heroic Labs ("**Company**") and [redacted] Inc. (along with its affiliates and subsidiaries, "**Customer**"). In the event of any conflict between the Addendum and the Services Agreement(s), this Addendum shall prevail to the extent of such conflict.

IT IS AGREED:

1. Definitions and interpretation

- a. **Definitions:** In this Addendum, the following terms shall have the following meanings:
 - i. "**Applicable Data Protection Law**" means all applicable international, federal, national and state privacy and data protection laws that apply to the processing of Personal Data that is the subject matter of the Master Agreement(s) (including, where applicable, European Data Protection Law).
 - ii. "**Controller**" means the entity that determines the purposes and means of the processing of Personal Data;
 - iii. "**European Data Protection Law**" means: (i) prior to 25 May 2018, the EU Data Protection Directive 95/46/EC, and any applicable national implementation of it; and (ii) on and after 25 May 2018, the EU General Data Protection Regulation 2016/679 ("**GDPR**") and any applicable national laws made under the GDPR.
 - iv. "**Personal Data**" means any information relating to an identified or identifiable natural person. The term Personal Data shall include (but not be limited to) names, postal addresses, e-mail addresses, social security numbers, driver's license or identification card numbers, account numbers, credit card or debit card numbers, medical information and any other information which is deemed "personal" under Applicable Data Protection Law.
 - v. "**Privacy Shield**" means the EU-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.
 - vi. "**Processor**" means an entity that processes Personal Data on behalf of the Controller.

2. Data Protection

- a. **Relationship of the parties:** Customer (the Controller) appoints Company as a Processor to process the Personal Data that is the subject of the Services Agreement(s) (the "**Data**"). Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.
- b. **Purpose limitation:** Company shall process the Data as a Processor as necessary to perform its obligations under the Master Agreement(s), and strictly in accordance with the documented instructions of Customer (the "**Permitted Purpose**"). In no event shall Company process the Data for its own purposes or those of any third party.
- c. **International transfers of Data:** Company shall not process any Data originating from the European Economic Area ("**EEA**") (nor permit any such EEA Data to be processed) in a territory that is outside of the EEA (including the United States) unless (i) it takes such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law; or (ii) it has otherwise obtained Customer's prior written consent. For the avoidance of doubt, measures the Company can take to enable the lawful processing of EEA Data by a non-EEA recipient (including a Company affiliate) include (without limitation) ensuring that (i) the recipient is located in a country that the European Commission has decided provides adequate protection for personal data, or (ii) the recipient (a) receives the Data pursuant to a binding corporate rules authorization in accordance with Applicable Data Protection Law; or (b) has executed standard contractual clauses adopted or approved by the European Commission with the EEA-

based exporter of the Data; or (c) is located in the United States and has certified compliance to the Privacy Shield.

- d. **Confidentiality of processing:** Company shall keep strictly confidential all Personal Data that it processes on behalf of Customer in accordance with the confidentiality provisions of the Services Agreement(s). Company shall ensure that any person that it authorizes to process the Data (including Company's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a strict duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Data who is not under such a duty of confidentiality. Company shall ensure that only Authorized Persons will have access to, and process, the Data, and that such access and processing shall be limited to the extent strictly necessary to achieve the Permitted Purpose. Company accepts responsibility for any breach of this Addendum caused by the act, error or omission of an Authorized Person.
- e. **Security:** Company shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Data (a "**Security Incident**"). Company will provide a copy of its written privacy and information security policies and procedures (i) upon written request, to Customer and (ii) at appropriate intervals (including prior to processing any Data), to Authorized Persons that will access and process the Data.
- f. **PCI compliance:** In the event Company's services include processing or handling in any way payment or credit card numbers and information, Company will establish, implement, and maintain, a comprehensive information security program that is designed to protect the security, confidentiality, and integrity of Personal Information in both electronic and physical form that is fully compliant with all requirements in the Payment Card Industry Data Security Standard ("**PCI DSS**"). Company acknowledges that Personal Data made available to Company may include "cardholder data" and "sensitive authentication data" (as each such term is used in the PCI DSS), and further acknowledges that it is responsible for the security of Personal Data in its possession or under its control.
- g. **Subcontracting:** Company shall not subcontract any processing of the Data to a third party sub-Processor without the prior written consent of Customer. Notwithstanding this, Customer consents to Company engaging third party sub-Processors to process the Data provided that: (i) Company will provide to Customer an up-to-date list of its then-current sub-Processors upon request; (ii) Company provides at least fourteen (14) days' prior notice of the addition or removal of any sub-Processor (including details of the processing it performs or will perform); (iii) Company imposes data protection terms on any sub-Processor it appoints that protect the Data to the same standard provided for by this Addendum; and (iv) Company remains fully liable for any breach of this Addendum that is caused by an act, error or omission of its sub-Processor. If Customer refuses to consent to Company's appointment of a third party sub-Processor on reasonable grounds relating to the protection of the Data, then either Company will not appoint the sub-Processor or Customer may elect to suspend or terminate this Addendum and the Services Agreement(s) without penalty.
- h. **Cooperation and individuals' rights:** Company shall provide all reasonable and timely assistance to Customer to enable Customer to respond to: (i) any request from an individual to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from an individual, regulator, court or other third party in connection with the processing of the Data. In the event that any such request, correspondence, enquiry or complaint is made directly to Company, Company shall promptly inform Customer providing full details of the same.
- i. **Data Protection Impact Assessment:** If Company believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of individuals, it shall promptly inform Customer and provide Customer with all such reasonable and timely assistance as Customer may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.

- j. Security Incidents: Upon becoming aware of a Security Incident, Company shall inform Customer without undue delay (and, in any event, within 24 hours) and shall provide all such timely information and cooperation as Customer may require in order for Customer to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law.
 - k. Deletion or Return of Data: Upon termination or expiration of the Master Agreement(s), Company shall (at Customer's election) destroy or return to Customer all Data (including all copies of the Data) in its possession or control (including any Data subcontracted to a third party for processing). This requirement shall not apply to the extent that Company is required by any applicable law to retain some or all of the Data, in which event Company shall isolate and protect the Data from any further processing except to the extent required by such law.
 - l. Audit: Company shall permit Customer (or its appointed third-party auditors) to audit Company's compliance with this Addendum, and shall make available to Customer all information, systems and staff necessary for Customer (or its third-party auditors) to conduct such audit. Company acknowledges that Customer (or its third-party auditors) may enter its premises for the purposes of conducting this audit, provided that Customer gives it reasonable prior notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable measures to prevent unnecessary disruption to Company's operations. Customer will not exercise its audit rights more than once in any twelve (12) calendar month period, except (i) if and when required by instruction of a competent data protection authority; or (ii) Customer believes a further audit is necessary due to a Security Incident suffered by Company. In the event that Company is regularly audited against ISO 27001, SSAE 18 SOC 1, 2 and 3, and/or PCI standards, as applicable, by independent third-party auditors, Company shall supply a summary copy of its audit report(s) to Customer upon request, which reports shall be subject to the confidentiality provisions of the Master Agreement(s).
 - m. Indemnity: Each party (the "**Indemnifying Party**") shall indemnify the other (the "**Indemnified Party**") from and against all claims (including claims filed by a third party against the Indemnified Party), loss, cost, harm, expense (including reasonable legal fees), liabilities or damage ("**Damage**") suffered or incurred by the Indemnified Party (as a result of the Indemnifying Party's breach of the data protection provisions set out in this Addendum, and provided that: (i) the Indemnified Party gives the Indemnifying Party prompt notice of any circumstances of which it is aware that give rise to an indemnity claim under this Addendum; and (ii) the Indemnified Party takes reasonable steps and actions to mitigate any ongoing Damage it may suffer as a consequence of the Indemnifying Party's breach.
3. Privacy Shield
- a. Company will provide at least the same level of protection for the Data as is required under the Privacy Shield and shall promptly notify Customer if it makes a determination that it can no longer provide this level of protection. In such event, or if Customer otherwise reasonably believes that Company is not protecting the Data to the standard required under the Privacy Shield, Customer may either: (i) instruct Company to take reasonable and appropriate steps to stop and remediate any unauthorized processing, in which event Company shall promptly cooperate with Customer in good faith to identify, agree and implement such steps; or (ii) terminate this Addendum and the Master Agreement(s) without penalty by giving notice to Company.
 - b. Company acknowledges that Customer may disclose this Addendum and any relevant privacy provisions in the Master Agreement(s) to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.