



API LICENSE AGREEMENT

This API License Agreement (the “**Agreement**”) is made by and between ZEBEDEE, LLC, a Delaware corporation with offices at 50 Harrison ST STE 472, Hoboken, NJ, 07030-6064 (“**ZEBEDEE**”) and the legal entity that created an account on the ZEBEDEE Developer Dashboard and in so doing accepted the terms and conditions of this Agreement (“**Company**”) and is effective as of the date of such acceptance (the “**Effective Date**”).

BACKGROUND

A. ZEBEDEE provides software and infrastructure that helps integrate microtransactions performed over the Bitcoin Lightning Network into games and applications (“**ZEBEDEE Services**”), which is made available and provided through its application programming interface, software code and accompanying documentation (the “**ZEBEDEE API**”), including on a White-Label basis, and in connection therewith and with ZEBEDEE’s other products and services, ZEBEDEE provides access to its online developer dashboard (the “**ZEBEDEE Dashboard**”), each of which are set forth in more detail in Attachment A. Any additional products and services that Company desires to access and which ZEBEDEE licenses to Company are described in Attachment A (“**Additional Products**”) and are subject to the applicable terms and conditions set forth in each addendum attached to Attachment A.

B. Company wants to use the ZEBEDEE API in connection with certain websites, mobile applications, and services Company provides, which are set forth in more detail in Attachment A (collectively, the “**Company Service**”); and

C. ZEBEDEE is willing to grant such a license to Company, subject to and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **License.**

1.1. **License.** Subject to Company’s compliance with the terms and conditions of this Agreement, ZEBEDEE grants Company a nonexclusive, non-transferable license to: (a) use the ZEBEDEE Dashboard for Company’s internal business purposes in connection with its use of the ZEBEDEE API and Additional Products, as applicable; (b) use the ZEBEDEE API to develop, implement, and integrate interfaces to the ZEBEDEE Services with the Company Service; (c) access and use the ZEBEDEE Services through the Company Service and display ZEBEDEE data, information, or materials provided by or on behalf of ZEBEDEE to Company in connection with this Agreement, including on and through the Company Service (“**ZEBEDEE Content**”); and (d) except in the context of a White Label arrangement as the parties may agree, use and display the ZEBEDEE logo and branding in the manner which ZEBEDEE makes such logo and/or branding available for use with the ZEBEDEE Services (“**ZEBEDEE Logo**”) with the Company Service in order to identify that the ZEBEDEE Services are from ZEBEDEE. “**White Label**” means to be customized by either ZEBEDEE or Company, at ZEBEDEE’s election, such that the applicable code or technology reflects Company’s brand, in whole or in part (as mutually agreed by the parties), subject to ZEBEDEE’s prior written approval. Notwithstanding the foregoing, ZEBEDEE reserves the right, in its discretion, to incorporate its branding, trademarks, trade names, and/or logos into the ZEBEDEE API and/or ZEBEDEE Service, such as by including a “powered by ZEBEDEE” or similar branding therein.

1.2. **Authorized Users for the ZEBEDEE Dashboard.** Company will not allow any person other than its employees or contractors whom Company has authorized to use the ZEBEDEE Dashboard (“**Authorized Users**”) to use the ZEBEDEE Dashboard. Company may permit Authorized Users to use the ZEBEDEE Dashboard, *provided* that Company ensures each Authorized User complies with all applicable terms and conditions of this Agreement and Company is responsible for acts or omissions by Authorized Users in connection with their use of the ZEBEDEE Dashboard. Company will, and will require all Authorized Users to, use all reasonable means to secure user names and passwords, hardware and software used to access the ZEBEDEE Dashboard in accordance with customary security protocols, and will promptly notify



ZEBEDEE if Company knows or reasonably suspects that any user name and/or password has been compromised. ZEBEDEE may process personal data about Authorized Users' use of ZEBEDEE's products or services ("**Account Data**") in accordance with its privacy policy available at: <https://zebedee.io/privacy>. Account Data is not Company Materials.

2. **License Terms and Conditions.** The licenses granted to Company under this Agreement are conditioned on Company's compliance with the following terms and conditions.

2.1. **Approval.** Prior to Company's use or incorporation of any ZEBEDEE Content with the Company Service, Company will provide ZEBEDEE with examples of the proposed use of the ZEBEDEE Content in the Company Service for ZEBEDEE's prior written approval, which it may give in its sole discretion.

2.2. **Content Removal.** Company will make reasonable efforts to promptly remove and not archive or display any ZEBEDEE Content that has been removed by ZEBEDEE or for which ZEBEDEE has notified Company that such content must be immediately removed.

2.3. **Transaction Fee Limits.** Company agrees to abide by the transaction fee limits set forth in Attachment A, as may be updated from time to time by ZEBEDEE in writing, regarding transaction fees Company charges end-users of Company Service and will not attempt to deliberately circumvent or exceed those limits without the prior permission of ZEBEDEE.

2.4. **Restrictions.** Company will not (nor will permit anyone else to): (i) sell or otherwise charge users specifically for the access or use of the ZEBEDEE Services or any ZEBEDEE Content; (ii) create any derivative works of the ZEBEDEE Content; (iii) copy, store, or archive any ZEBEDEE Content and/or extract any data from it without ZEBEDEE's prior authorization; (iv) interfere, by-pass, or disable any features or functionality that is embedded or included with the ZEBEDEE Services, ZEBEDEE Content or ZEBEDEE API, including the reporting of any data, usage statistics or other information regarding Company's (or Company's users') access and use of the ZEBEDEE Services, or any ZEBEDEE Content; (v) edit, alter, augment, or deface the ZEBEDEE Logo in any manner without ZEBEDEE's prior written approval; (vi) use ZEBEDEE Services for activities that may be reasonably considered as gambling or betting pursuant to the **Dominant Factor Test** set forth in Section 2.5 below or applicable law (such activities may include lottery tickets, auctions, sports-related gambling, or any other gambling services); (vii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any component of the ZEBEDEE Services, in whole or in part; (viii) use the ZEBEDEE IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (ix) use or permit any third party to use the ZEBEDEE API in a manner that is or may reasonably be deemed to be intended to divert or drive audience/user traffic away from ZEBEDEE; or (x) incorporate into or offer through the Company Service any Bitcoin Lightning microtransaction functionality (or other materially similar functionality) other than the ZEBEDEE API and ZEBEDEE Services as contemplated herein.

2.5. **Dominant Factor Test.** Company Service will NOT be considered as gambling or betting (for the purpose of interpreting the restrictions in Section 2.4 of this Agreement) if:

- (a) End-user of Company Service has distinct possibility of exercising skill with sufficient data to make an informed judgment (i.e. without skill, it is impossible to win the game);
- (b) The Company Service allows end-user the opportunity to exercise a skill that is possessed widely in the general public (i.e. the skill is not just possessed by experts, although it is not required that everyone possess the skill);
- (c) Skill and efforts must sufficiently govern the result of end-user's interaction with Company Service (i.e. skill must control the final result, not just one phase); and
- (d) The standard of skill for the Company Service must be known to end-user and that standard must govern the results.



2.6. **No Benchmarking.** Company will not use or access the ZEBEDEE API or any Additional Products for purposes of monitoring the availability, performance or functionality of the ZEBEDEE Services or for any other benchmarking or competitive purposes.

2.7. **Compliance.** Company may not use, copy, modify or distribute the ZEBEDEE IP for any purpose other than as permitted herein and Company will not use the ZEBEDEE Services (or any ZEBEDEE Content) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement. Company acknowledges and agrees that ZEBEDEE may monitor Company's access and use of the ZEBEDEE API and any Additional Products, and Company will not interfere with such monitoring or in any way attempt to conceal its activities hereunder. Company shall make available to ZEBEDEE any data, usage statistics or other information (in the aggregate) regarding Company's access and use of the ZEBEDEE API as reasonably requested by ZEBEDEE.

2.8. **No Interference.** Company may not use the ZEBEDEE IP to: (i) engage in a business activity that directly conflicts with, or places Company in a conflicting position to that of ZEBEDEE or with the ZEBEDEE Services, or that may reasonably be deemed to be intended to divert and/or drive audience traffic away from ZEBEDEE, or (ii) except as expressly authorized herein, develop (or instruct any third party to develop) a service that may reasonably be deemed to be directly competitive with the ZEBEDEE Services, unless specifically permitted to do so by ZEBEDEE prior to the undertaking of the development and launch of such service.

3. **End User Terms and ZEBEDEE Content.**

3.1. Prior to allowing or permitting access to the ZEBEDEE Services by any of Company's end user customers (each, an "End User"), Company will cause such End User to fully agree to, adhere to, and be bound by ZEBEDEE's then-current Terms of Service, currently available at <https://zebedee.io/terms>, or as subsequently provided or updated by ZEBEDEE in writing ("**End User TOS**"). Company will (i) be liable and responsible for its End Users' compliance with the End User TOS, (ii) immediately notify ZEBEDEE upon becoming aware or reasonably suspecting any breach by an End User of the End User TOS, and (iii) reasonably cooperate with ZEBEDEE to ensure compliance with the End User TOS and to remedy any known or suspected breach thereof.

3.2. **ZEBEDEE.** Company will include the ZEBEDEE Logo in connection with its use of the ZEBEDEE Services, in all appropriate locations in the Company Services as preapproved in writing by ZEBEDEE. In doing so, Company agrees to include a hyperlink(s) to the ZEBEDEE website (or other site as ZEBEDEE may specify) and to not insert "noindex" or "nofollow" meta tags on the source page on which the ZEBEDEE Logo (and links) appears, place any ZEBEDEE links within JavaScript or rich internet applications (e.g., flash, AJAX or images) or include any redirects or tracking parameters in such ZEBEDEE links or otherwise interfere with the operation of the ZEBEDEE links.

3.3. **Content Source.** Company will not remove, alter or obscure any copyright or other proprietary notice (or any source identifier) or any hyperlinks to a ZEBEDEE Content page that is provided with the ZEBEDEE Services or included in any ZEBEDEE Content. Company will not insert "noindex" or "nofollow" meta tags on the source page on which any ZEBEDEE Content (and links) appears, place any ZEBEDEE Content links within JavaScript or rich internet applications (e.g., flash, AJAX or images) or include any redirects or tracking parameters in such ZEBEDEE Content links or otherwise interfere with the operation of the ZEBEDEE Content links.

4. **Company Materials.**

4.1. **License.** Company hereby grants ZEBEDEE a non-exclusive, worldwide, royalty-free right and license to use, host, reproduce, display, perform, modify the Company Materials solely for the purpose of hosting, operating, improving and providing the ZEBEDEE API, ZEBEDEE Services, ZEBEDEE Dashboard, and ZEBEDEE's other related products, services and technologies (including Additional Products) during the Term. "**Company Materials**" means all information, data, content and other materials, in any form or medium, that are transmitted or otherwise made available by or on behalf of Company to ZEBEDEE in



connection with this Agreement, including through the ZEBEDEE API, ZEBEDEE Services, ZEBEDEE Dashboard, or ZEBEDEE's other products, services or technologies.

4.2. **Representation and Warranty.** Company represents and warrants that (i) it has obtained and will obtain and continue to have, during the Term, all necessary rights, authority and licenses for the access to and use of the Company Materials (including any personal data provided or otherwise collected pursuant to Company's privacy policy) as contemplated by this Agreement; (ii) ZEBEDEE's use of the Company Materials in accordance with this Agreement will not violate any applicable laws or regulations or cause a breach of any agreement or obligations between Company and any third party; .

4.3. **DPA.** To the extent that Company Materials are personal data or personal information under applicable data protection laws, each party will comply with the Data Processing Addendum in Attachment B.

5. **Support.**

5.1. **First Level Support.** Company will provide its End Users with direct first-level support for the Company Services, ZEBEDEE API, and ZEBEDEE SERVICES in accordance with ZEBEDEE's then-current support requirements and instructions as communicated by ZEBEDEE to Company in writing.

5.2. **Notice; Step-In.** Company will promptly notify ZEBEDEE of any and all support requests, incident notifications, ticket creations, and complaints by End Users with regard to the ZEBEDEE API and/or ZEBEDEE Services in sufficient detail as reasonably requested by ZEBEDEE. Notwithstanding Section 5.1, ZEBEDEE reserves the right to "step in" at any time and provide direct support to End Users (replacing Company as the first-level support provider for that support request/incident/complaint), and ZEBEDEE may charge Company for such provided support at ZEBEDEE's then-current rates. Further, ZEBEDEE may in its sole and reasonable discretion assume any and all responsibilities related to the ZEBEDEE API and/or ZEBEDEE Services to comply with applicable law or its internal compliance policies and procedures. To the extent ZEBEDEE takes any action under this Section 5.2, Company shall reimburse ZEBEDEE for all fees incurred by Company to do so.

5.3. **ZEBEDEE Support of Company.** Where Company is unable to resolve material issues, bugs, or errors with the ZEBEDEE API or ZEBEDEE Services, upon Company's written request, ZEBEDEE will use good faith efforts to provide Company with second-level support for the ZEBEDEE API and/or ZEBEDEE Services.

6. **Marketing and Promotion.**

6.1. **Press Release.** The parties may issue a press release (subject to mutual approval) announcing or with respect to this Agreement, but neither party may make a press release or public announcement regarding this Agreement without the other party's written approval.

6.2. **Trademarks.** With Company's prior approval, ZEBEDEE may identify Company and use the Company's logo on its websites and in marketing materials, and Company grants ZEBEDEE a limited license to use Company's logo and trademark(s) (as designated by Company) for such uses, subject to any trademark/logo usage guidelines provided to ZEBEDEE.

6.3. **Marketing Guidelines.** ZEBEDEE and Company shall agree upon guidelines, requirements, and restrictions with regard to the marketing and publicity efforts applicable to the services ("Marketing Guidelines") which shall govern the use of all marketing materials and be included among the Program Policies under Annex C. Company is responsible for ensuring all marketing materials and its marketing methods are in compliance with applicable law and the Marketing Guidelines. All marketing materials shall adhere to the Marketing Guidelines.

6.4. **Marketing Materials.** Company will submit representative examples of all advertisements, brochures, applications, promotional materials, telemarketing scripts and any other written materials relating to the ZEBEDEE Services, including all marketing and advertising in paper or electronic or other formats,



electronic web pages, electronic web links and any other type of promotional materials related to the ZEBEDEE Services, and any such materials sent to, or the scripts or templates used in connection with oral communications with an end-user. Prior to any product launch, or in connection with a material change to such marketing material to ZEBEDEE prior to or with their release, publication, or distribution, but is not required to obtain ZEBEDEE's prior approval, provided such marketing materials comply with applicable law and the Marketing Guidelines. ZEBEDEE has the right to require Company to discontinue use of any marketing materials that do not comply with applicable law or the Marketing Guidelines, or upon direction of any Regulatory Authority.

6.5. **Expenses.** Unless otherwise agreed in writing by ZEBEDEE, each party shall be responsible for its own costs and expenses associated with the development of all marketing materials.

6.6. **White Label Requirements.** If Company is using the White Label service, then Company shall (i) promote ZEBEDEE Lightning Wallet to be the preferred Lightning Network wallet to withdraw funds from Company's platform, (ii) include "Powered by ZEBEDEE" or a similar statement in the footer of its website and mobile app, and (iii) for the one (1) year period following the successful launch of Company's integration with the ZEBEDEE API, not engage in any substantially similar arrangement with any custodial Bitcoin Lightning Network-enabled payment processing solution. For avoidance of doubt, Company will not be restricted from engaging with non-custodial service providers (that is, where nodes may run on such service provider's infrastructure but the service provider does not have access to the managed funds).

7. **Fees.** ZEBEDEE will automatically collect a non-refundable processing fee during every microtransaction facilitated by ZEBEDEE Services on the Company Service, and ZEBEDEE may also charge additional license fees for the ZEBEDEE Services (collectively, "**Service Fees**") as set forth at <https://zebedee.io/pricing>. Service Fees for the ZEBEDEE Services used by Customer on a White Label basis shall be set forth on a separately executed "Exhibit 1 - White Label ZEBEDEE Services Commercial Terms" to this Agreement.

8. **Term and Termination.**

8.1. This Agreement will begin on the Effective Date and will continue until either party provides at least 30 days' prior written notice of termination of this Agreement (the "**Term**").

8.2. ZEBEDEE may terminate or suspend this Agreement immediately and without notice if Company is in material breach of this Agreement. For avoidance of doubt, the parties agree that Company's breach of its obligations under Section 2.4 of this Agreement will be considered a material breach. ZEBEDEE will not be liable for any costs, expenses, or damages as a result of exercising its right to terminate this Agreement.

8.3. Upon termination, all rights and licenses granted to Company will terminate and Company will: (a) cease accessing and using the ZEBEDEE API and the ZEBEDEE Services with the Company Service; (b) remove all ZEBEDEE Content and all copies and portions thereof, in all forms and types of media from the Company Service; (c) purge all archived ZEBEDEE Content from the Company Service within 15 days; and (d) return or destroy any Confidential Information of ZEBEDEE. This sentence and Sections 9-15 will survive the suspension and termination of this Agreement.

9. **Regulatory Compliance.**

9.1. If applicable law or any rule, regulation, or order issued by a duly authorized authority, Government Agency, or court of competent jurisdiction under applicable law (a "**Regulatory Requirement**") has the effect of canceling, changing, or superseding any term or provision of the Agreement, the Agreement will be deemed modified in such a way as the Parties mutually agree is consistent with the form, intent, and purpose of the Agreement (including underlying economic structure) and is required to comply with such Regulatory Requirement. If the Parties cannot agree on the required modifications, then upon written notice



to the other Party, a Party may (at its discretion), to the extent practicable, terminate the portion of the Agreement affected by the Regulatory Requirement.

9.2. If Company is using the ZEBEDEE Services on a White Label basis, Company shall:

- (a) collect the following information from its End Users during the onboarding process (collectively, the “Onboarding Data”): (i) consent to the End User TOS, (ii) legal first and last name, (iii) email address, and (iv) IP address. Company shall pass the Onboarding Data to ZEBEDEE in the manner prescribed by ZEBEDEE to Company in writing.
- (b) maintain accurate records (the “User Records”) of the following: (i) the Onboarding Data, and (ii) End User interactions with the ZEBEDEE API that occur through Company’s platform, including, but not limited to registrations, onboarding, and bitcoin microtransactions.
- (c) provide ZEBEDEE with live/real-time and unrestricted access to all such User Records during the term of the Agreement and two years thereafter or such other period of time as may be required by a Regulatory Requirement.
- (d) not provide the ZEBEDEE API services to End Users in high-risk jurisdictions. High risk jurisdictions are those appearing on applicable governmental sanctions lists or that are otherwise deemed, in ZBD’s sole discretion, to present too high a risk for ZBD to do business in and may be found at the following link: <https://zbd.one/wl-regions>.
- (e) when providing the Company Services to End Users, comply with the “wallet limits” prescribed by ZEBEDEE (found here <https://zbd.one/wl-limits>). Should an End User want to exceed the transactional limits established in ZEBEDEE’s “KYC Verified App User Limits,” then such End User shall provide an unexpired, government-issued photo ID and a recent photograph of the End User. Company may either (i) collect that info and pass it to ZEBEDEE, or (ii) direct the End User to download the ZBD mobile app and complete that verification process directly with ZEBEDEE.

9.3. Company shall comply with all Regulatory Requirements applicable to the Company Services (including restricting any End User from engaging, accessing, or in any way interacting with the ZEBEDEE API who may appear on any governmental sanctions list, including but not limited to any United States embargoed countries, or any person or thing on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List), and Partner will indemnify ZBD for breach of the foregoing. Partner will cooperate with and assist ZBD in its compliance requirements, including in connection with any audit or examination by any regulatory agency or governmental body, such as a self-regulatory authority.

10. **Ownership.** Company acknowledges that ZEBEDEE owns all worldwide right, title and interest in and to the ZEBEDEE API, ZEBEDEE Services, ZEBEDEE Dashboard, ZEBEDEE Content, ZEBEDEE Logo, and any Additional Products (collectively, “**ZEBEDEE IP**”) including all intellectual property rights therein. Company agrees not to do anything inconsistent with such ownership. All use of the ZEBEDEE Logo, and all goodwill arising out of such use, inures to ZEBEDEE’s benefit. Any and all rights not specifically granted herein to you are reserved by ZEBEDEE. Company may provide comments, suggestions, or feedback regarding the ZEBEDEE API and/or the ZEBEDEE Services (“**Feedback**”), which is given voluntarily and Company agrees that ZEBEDEE will be free to use and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.

11. Confidential Information.

11.1. **Confidentiality.** As used herein, “**Confidential Information**” means any information that one party (the “**Disclosing Party**”) provides to the other party (the “**Receiving Party**”) in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. However, Confidential Information will not include any information or materials that: (i) were, at the date of



disclosure, or have subsequently become, generally known or available to the public through no act or failure to act by the Receiving Party; (ii) were rightfully known by the Receiving Party prior to receiving such information or materials from the Disclosing Party; (iii) are rightfully acquired by the Receiving Party from a third party who has the right to disclose such information or materials without breach of any confidentiality or non-use obligation to the Disclosing Party; or (iv) are independently developed by or for the Receiving Party without use of or access to any Confidential Information of the Disclosing Party. Without limiting the foregoing, nothing in this Agreement will limit or restrict ZEBEDEE's ability to use or disclose any general know-how, experience, concepts and/or ideas that ZEBEDEE or its personnel acquire or obtain in connection with the performance of ZEBEDEE's obligations hereunder.

11.2. Protection. The Receiving Party will maintain the Disclosing Party's Confidential Information in strict confidence, and will not use the Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement. The Receiving Party will not disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (i) to those employees, representatives, or contractors of the Receiving Party who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective as those set forth in this Agreement, or (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

11.3. Term of Confidentiality. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will survive the termination or expiration of this Agreement.

11.4. Terms of Agreement. The terms and conditions of this Agreement will constitute Confidential Information of each party but may be disclosed on a confidential basis to a party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes.

12. Disclaimer. THE ZEBEDEE IP IS PROVIDED "AS IS" ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND. ZEBEDEE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

13. Representations. Company represents and warrants that it: (i) has the necessary power and authority to enter into this Agreement; (ii) will perform the obligations hereunder and that it will comply with the terms and conditions of this Agreement; and (iii) will ensure that its performance under the Agreement is and will be at all times be in compliance with all applicable law; (iv) does not have actual or constructive knowledge of a pending or threatened action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or its ability to perform its obligations under this Agreement.

14. Indemnification. Company hereby agrees to indemnify, defend, and hold harmless ZEBEDEE, and each of its affiliates, and the officers, directors, employees, agents, contractors, permitted successors, and permitted assigns of each of the foregoing (each of the foregoing, a "**ZEBEDEE Indemnified Party**") from and against any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**") incurred by any ZEBEDEE Indemnified Party resulting from any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise ("**Action**") by a third party that arises out of or result from, or are alleged to arise out of or result from (a) a material breach of any representation, warranty, covenant or obligation of Company under this Agreement (including without limitation any representation or warranty regarding Company and/or its



affiliates having obtained the required license, permit, approval or other authorization from a governmental or other regulatory authority to offer and operate the Company Services, including Company's use of the ZEBEDEE Services in each relevant jurisdiction), (b) any claim that the Company Services, or the use thereof, misappropriates, infringes or otherwise violates the intellectual property rights of such third party, or (c) Company's gross negligence or more culpable conduct. ZEBEDEE hereby agrees to indemnify and defend Company, and each of its affiliates, and the officers, directors, employees, agents, contractors, permitted successors, and permitted assigns of each of the foregoing (each of the foregoing, an **"Company Indemnified Party"**) from and against any and all Losses incurred by any Company Indemnified Party resulting from any Action by a third party that arise out of or result from (a) any claim that the ZEBEDEE Services, when used in accordance with this Agreement, misappropriates, infringes or otherwise violates of the intellectual property rights of such third party, or (b) ZEBEDEE's gross negligence or willful misconduct.

15. **Indemnification Process.** With regard to indemnification, whenever the party owing indemnity (the **"Indemnifying Party"**) has an obligation to indemnify another party under this Agreement (the **"Indemnified Party"**), the following procedures shall apply:

15.1. upon obtaining knowledge of any claim or allegation that could give rise to indemnity, the Indemnified Party shall promptly notify the Indemnifying Party of any such claim or allegation; *provided, however,* the failure or delay to provide such notice shall only limit the Indemnifying Party's obligations to the extent the Indemnifying Party was prejudiced thereby;

15.2. the Indemnified Party shall make no admissions or settlement agreements in relation to such claim or allegation with respect to which the Indemnified Party is entitled to indemnification hereunder (a **"Claim"**) without the Indemnifying Party's prior written consent (not to be unreasonably withheld, conditioned or delayed, and so long as the Indemnifying Party has acknowledged its indemnification obligations with respect to such Claim and has otherwise previously indemnified the Indemnified Party against all documented costs and expenses with respect thereto; in the event an Indemnified Party violates this section (ii), the Indemnified Party shall have no further right to indemnification with respect to the Claim hereunder);

15.3. the Indemnifying Party shall have the right to assume the defense of any Claim. In the event the Indemnifying Party assumes such defense, (a) such defense shall be conducted by counsel selected by the Indemnifying Party and approved by the Indemnified Party, such approval not to be unreasonably withheld, conditioned or delayed (provided that the Indemnified Party's approval shall not be required with respect to counsel designated by the Indemnifying Party's insurer); (b) the Indemnifying Party shall have the right to control said defense and shall not be required to pay the fees or disbursements of any counsel engaged by the Indemnified Party except in the event a material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to such Claim or defense; and (c) the Indemnifying Party shall have the right, without the consent of the Indemnified Party, to settle such Claim, but only in the event such settlement involves only the payment of money, the Indemnifying Party pays all amounts due in connection with or by reason of such settlement and, as part thereof, the Indemnified Party is unconditionally and fully released from all liability in respect of such Claim. The Indemnified Party shall have the right to participate in the defense of such Claim being defended by the Indemnifying Party at the expense of the Indemnified Party, but the Indemnifying Party shall have the right to control such defense.

16. **Limitation of Liability.** IN NO EVENT WILL ZEBEDEE BE LIABLE TO COMPANY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, FUNDS, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ZEBEDEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. ZEBEDEE WILL NOT BE LIABLE FOR FUNDS LOSS OR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO: (A) COMPANY'S SYSTEMS, PRODUCTS, OR INTERNAL SECURITY OR (B) BLOCKCHAIN NETWORKS. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN ANY CASE, ZEBEDEE'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT



EXCEED THE TOTAL FEES PAID OR PAYABLE BY COMPANY TO ZEBEDEE IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NEITHER PARTY WILL BE RESPONSIBLE FOR ANY REASONABLE DELAY IN PERFORMANCE DUE TO CAUSES BEYOND ITS REASONABLE CONTROL.

17. **Inspection.** During the Term and for three (3) years thereafter, at reasonable times and upon reasonable prior notice, ZEBEDEE may audit and inspect such business records of Company as pertain to Company's use of the ZEBEDEE IP (including the use of the ZEBEDEE API and ZEBEDEE Services, whether or not on a White Label basis) and its requirement to ensure End Users comply with the End User TOS.

18. **General.** This Agreement (or any of the rights or obligations granted hereunder) may not be assigned except with the express written consent of ZEBEDEE, and any attempted assignment in violation of this paragraph is void. This Agreement does not create or imply any partnership, agency or joint venture relationship. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to or application of conflicts of law rules or principles. All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts of Delaware and Company consents to the jurisdiction of those courts. If any part of this Agreement is determined to be invalid or unenforceable by an appropriate court, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. Any use of ZEBEDEE Service by Company or any of its End Users are also subject to the [ZEBEDEE Terms of Service](https://zebedee.io/terms) (available at <https://zebedee.io/terms>). This Agreement shall not be modified by Company.



ATTACHMENT A

ORDER FORM

ZEBEDEE API	
ZEBEDEE Services Product Integration	<p>ZEBEDEE and Company shall collaborate on the following:</p> <ol style="list-style-type: none">1. ZEBEDEE shall make the ZEBEDEE Services available and accessible for use in connection with the Company Services;2. ZEBEDEE shall provide Company with such information as may be reasonably requested by Company to facilitate the efficient and accurate exchange of information between the Company Services and the ZEBEDEE Services; and3. If applicable, the ZEBEDEE Service may include (i) functionality developed, deployed, operated and maintained by ZEBEDEE to convert funds between bitcoin and fiat currency, and (ii) appropriate interfaces, data and information, sufficient to enable Company to develop, deploy and operate an application, interface or other mechanism that enables an End User to elect such functionality provided by ZEBEDEE4. Customer Payments. Except as otherwise set forth herein, ZEBEDEE shall be responsible for providing (or engaging a third party to provide) a payment platform, network or other mechanism ("Payment Platform") to enable End Users to deposit or otherwise transfer funds into an account that can be used in connection with the ZEBEDEE Services. In addition, ZEBEDEE may, in ZEBEDEE's sole discretion and subject to compliance with applicable laws and regulations, following written notice to Company, require Company to cease providing any of the ZEBEDEE Services including those identified under this Order Form (whether provided by ZEBEDEE or by a third party on ZEBEDEE's behalf) to End Users.5. Compliance Programs. Each Party will maintain and implement (and will cause its respective material service providers to maintain and implement such programs, policies, and procedures required or appropriate to ensure that the ZEBEDEE and/or Company Services, and each Party's activities performed in connection with the Agreement, comply with applicable law. Company's compliance programs, including Company's end-user diligence process will be subject to ZEBEDEE's review and approval. Each Party will promptly certify to the other Party its compliance with applicable law, including all applicable regulatory requirements, as the other Party may reasonably request from time to time. Each Party will cooperate with the other Party and engage in commercially reasonable efforts to detect unauthorized or fraudulent activity in connection with the ZEBEDEE or Company Services, as applicable. <p>Each Party shall pay for its own employees, service providers, and consultants, and bear all of its own costs and expenses in connection with implementing and completing the foregoing, including the ongoing maintenance, operation and improvements thereto.</p>
ZEBEDEE API	<p>A full description of the ZEBEDEE API, its functionality, and instructions for Customer regarding implementation, error handling, software developer kits, and more can be found at https://docs.zebedee.io.</p>



Additional Product – ZEBEDEE SHIELD	
ZEBEDEE SHIELD	ZEBEDEE SHIELD is designed to detect certain fraudulent activities in connection with the use of the ZEBEDEE API through the Company Service.
SHIELD Fee	Fees for the ZEBEDEE SHIELD product are set forth at https://zebedee.io/pricing
Additional Terms	The use of ZEBEDEE SHIELD is subject to the terms and conditions set forth in the ZEBEDEE SHIELD Addendum attached to this Order Form as <u>Exhibit A</u> to this <u>Attachment A</u> .



EXHIBIT A to ATTACHMENT A

ZEBEDEE SHIELD ADDENDUM

This ZEBEDEE SHIELD Addendum sets forth the terms and conditions under which Company may use ZEBEDEE's then-current online fraud detection and combat service, as offered through the ZEBEDEE Dashboard ("**ZEBEDEE SHIELD**"), as further described in Attachment A. All capitalized terms not defined in this ZEBEDEE SHIELD Addendum will have the meanings assigned to it in the Agreement.

1. **License.** Subject to Company's compliance with the terms and conditions of this Agreement, ZEBEDEE grants Company a nonexclusive, non-transferable license, in each case for Company's internal business purpose, to: (a) use ZEBEDEE SHIELD for fraud detection in connection with the ZEBEDEE API; and (b) use the ZEBEDEE Dashboard in connection with Company's use of ZEBEDEE SHIELD.

2. **Authorized Users.** Company will not allow any person other than its employees or contractors whom Company has authorized to use ZEBEDEE SHIELD ("**SHIELD Authorized Users**") to use ZEBEDEE SHIELD. Company may permit SHIELD Authorized Users to use ZEBEDEE SHIELD, *provided* that Company ensures each SHIELD Authorized User complies with all applicable terms and conditions of this Agreement and Company is responsible for acts or omissions by SHIELD Authorized Users in connection with their use of ZEBEDEE SHIELD. Company will, and will require all SHIELD Authorized Users to, use all reasonable means to secure user names and passwords, hardware and software used to access ZEBEDEE SHIELD in accordance with customary security protocols, and will promptly notify ZEBEDEE if Company knows or reasonably suspects that any user name and/or password has been compromised.

3. **Use Restrictions.** The use restrictions in Section 2.4 of the Agreement will apply to ZEBEDEE SHIELD in the same manner as they apply to ZEBEDEE Services.

4. **ZEBEDEE SHIELD Fee.** Company will pay ZEBEDEE the fees set forth in Attachment A in accordance with the terms therein ("**SHIELD Fee**") and without offset or deduction. ZEBEDEE reserves the right to change the SHIELD Fee or applicable charges and to institute new charges and SHIELD Fee upon thirty (30) days' prior notice to Company (which may be sent by email). ZEBEDEE will issue monthly invoices to Company and Company will pay all amounts set forth on any such invoice no later than thirty (30) days after the date of such invoice. If Company has signed up for automatic billing, ZEBEDEE will charge Company's selected payment method (such as a credit card, debit card, gift card/code, or other method available in Company's home country) for any SHIELD Fee on the applicable payment date, including any applicable taxes. If ZEBEDEE cannot charge Company's selected payment method for any reason (such as expiration or insufficient funds), Company remains responsible for any uncollected amounts, and ZEBEDEE will attempt to charge the payment method again as Company may update its payment method information. In accordance with local law, ZEBEDEE may update information regarding Company's selected payment method if provided such information by Company's financial institution. The SHIELD Fee due to ZEBEDEE under this Agreement must be made in U.S. dollars by check, wire transfer of immediately available funds to an account designated by ZEBEDEE or such other payment method mutually agreed by the parties. All such payments are non-refundable and neither party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other party under this Agreement. If Company fails to make any payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law and ZEBEDEE may suspend ZEBEDEE Services until all payments are made in full. Company will reimburse ZEBEDEE for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest.

5. **Disclaimer.** WITHOUT LIMITING SECTION 11 OF THE AGREEMENT, ZEBEDEE MAKE NO WARRANTIES WITH RESPECT TO ZEBEDEE SHIELD'S ABILITY TO ASSESS AND MITIGATE THE USE OF PROGRAMS DESIGNED TO SIMULATE HUMAN END USER ACTIVITY (ALSO REFERRED TO AS "BOTS") OR OTHER ACTS OF THIRD PARTIES. COMPANY ACKNOWLEDGES AND AGREES THAT (i) ZEBEDEE SHIELD ONLY PROVIDE INFORMATION DESIGNED TO ASSIST COMPANY IN PERFORMING FRAUD AND ANOMALY DETECTION; (ii) SUCH INFORMATION IS NOT GUARANTEED TO BE ACCURATE OR TO SATISFY ANY LEGAL



OR THIRD-PARTY STANDARD RELATING TO FRAUD AND ANOMALY DETECTION; AND (iii) COMPANY BEARS ALL RESPONSIBILITY, AND ZEBEDEE WILL HAVE NO LIABILITY, FOR DECISIONS BASED ON ANY PROVIDED DATA, OR ANY OTHER INFORMATION PROVIDED TO COMPANY VIA ZEBEDEE SHIELD OR BY ZEBEDEE.

6. **Indemnity.** Company will indemnify, defend (or settle) and hold ZEBEDEE harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees) brought by a third party arising out of or in connection with Company's use or misuse of ZEBEDEE SHIELD, including decisions made by Company based upon, in whole or in part, information learned or results provided from ZEBEDEE SHIELD.

7. **Additional Terms.** For purposes of Sections 2.4, 2.5, 2.6, 2.7, 4, 8, 9, 10, 11, 12, 13, 14, and 15 of the Agreement, ZEBEDEE SHIELD will be deemed to be a part of the ZEBEDEE Services, and the foregoing Sections of the Agreement will apply to ZEBEDEE SHIELD in the same manner as they apply to the ZEBEDEE Services.



ATTACHMENT B

DATA PROCESSING ADDENDUM

This Data Processing Addendum (including its Exhibits) (“Addendum”) forms part of and is subject to the terms and conditions of the API License Agreement (“Agreement”).

1. Subject Matter and Duration.

1.1. **Subject Matter.** This Addendum reflects the parties’ commitment to abide by Data Protection Laws concerning the Processing of Company Personal Data in connection with ZEBEDEE’s execution of the Agreement. All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum or any of its Exhibits conflicts with the Agreement, this Addendum shall control.

1.2. **Duration and Survival.** This Addendum will become legally binding upon the effective date of the Agreement or upon the date that the parties sign this Addendum if it is completed after the effective date of the Agreement. ZEBEDEE will Process Company Personal Data until the relationship terminates as specified in the Agreement.

2. Definitions. For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

2.1. **“Company Personal Data”** means Company Data that is Personal Data Processed by ZEBEDEE on behalf of Company.

2.2. **“Data Protection Laws”** means the applicable data privacy, data protection, and cybersecurity laws, rules and regulations to which the Company Personal Data are subject. “Data Protection Laws” may include, but are not limited to, the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act) (“CCPA”); the EU General Data Protection Regulation 2016/679 (“GDPR”) and its respective national implementing legislations; the Swiss Federal Act on Data Protection; the United Kingdom General Data Protection Regulation; the United Kingdom Data Protection Act 2018; and the Virginia Consumer Data Protection Act (in each case, as amended, adopted, or superseded from time to time).

2.3. **“Personal Data”** has the meaning assigned to the term “personal data” or “personal information” under applicable Data Protection Laws.

2.4. **“Process” or “Processing”** means any operation or set of operations which is performed on Personal Data or sets of Personal 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.

2.5. **“Security Incident(s)”** means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Company Personal Data attributable to ZEBEDEE.

2.6. **“Services”** means the services that ZEBEDEE performs under the Agreement.

2.7. **“Subprocessor(s)”** means ZEBEDEE’s authorized vendors and third party service providers that Process Company Personal Data.

3. Processing Terms for Company Personal Data.

3.1. **Documented Instructions.** ZEBEDEE shall Process Company Personal Data to provide the Services in accordance with the Agreement, this Addendum, any applicable Order Form, and any instructions



agreed upon by the parties. ZEBEDEE will, unless legally prohibited from doing so, inform Company in writing if it reasonably believes that there is a conflict between Company's instructions and applicable law or otherwise seeks to Process Company Personal Data in a manner that is inconsistent with Company's instructions.

- 3.2. **Authorization to Use Subprocessors.** To the extent necessary to fulfill ZEBEDEE's contractual obligations under the Agreement, Company hereby authorizes ZEBEDEE to engage Subprocessors. Company acknowledges that Subprocessors may further engage vendors.
- 3.3. **ZEBEDEE and Subprocessor Compliance.** ZEBEDEE shall (i) enter into a written agreement with Subprocessors regarding such Subprocessors' Processing of Company Personal Data that imposes on such Subprocessors data protection requirements for Company Personal Data that are consistent with this Addendum; and (ii) remain responsible to Company for ZEBEDEE's Subprocessors' failure to perform their obligations with respect to the Processing of Company Personal Data.
- 3.4. **Right to Object to Subprocessors.** Where required by Data Protection Laws, ZEBEDEE will notify Company via email prior to engaging any new Subprocessors that Process Company Personal Data and allow Company ten (10) days to object. If Company has legitimate objections to the appointment of any new Subprocessor, the parties will work together in good faith to resolve the grounds for the objection.
- 3.5. **Confidentiality.** Any person authorized to Process Company Personal Data must be subject to a duty of confidentiality, contractually agree to maintain the confidentiality of such information, or be under an appropriate statutory obligation of confidentiality.
- 3.6. **Personal Data Inquiries and Requests.** Where required by Data Protection Laws, ZEBEDEE agrees to provide reasonable assistance and comply with reasonable instructions from Company related to any requests from individuals exercising their rights in Company Personal Data granted to them under Data Protection Laws.
- 3.7. **Data Protection Assessment, Data Protection Impact Assessment, and Prior Consultation.** Where required by Data Protection Laws, ZEBEDEE agrees to provide reasonable assistance and information to Company where, in Company's judgment, the type of Processing performed by ZEBEDEE requires a data protection assessment, data protection impact assessment, and/or prior consultation with the relevant data protection authorities. Company shall reimburse ZEBEDEE for all non-negligible costs ZEBEDEE incurs in performing its obligations under this Section.
- 3.8. **Demonstrable Compliance.** ZEBEDEE agrees to provide information reasonably necessary to demonstrate compliance with this Addendum upon Company's reasonable request.
- 3.9. **California Specific Terms.** To the extent that ZEBEDEE's Processing of Company Personal Data is subject to the CCPA, this Section shall also apply. Company discloses or otherwise makes available Company Personal Data to ZEBEDEE for the limited and specific purpose of ZEBEDEE providing the Services to Company in accordance with the Agreement and this Addendum. ZEBEDEE shall: (i) comply with its applicable obligations under the CCPA; (ii) provide the same level of protection as required under the CCPA; (iii) notify Company if it can no longer meet its obligations under the CCPA; (iv) not "sell" or "share" (as such terms are defined by the CCPA) Company Personal Data; (v) not retain, use, or disclose Company Personal Data for any purpose (including any commercial purpose) other than to provide the Services under the Agreement or as otherwise permitted under the CCPA; (vi) not retain, use, or disclose Company Personal Data outside of the direct business relationship between Company and ZEBEDEE; and (vii) unless otherwise permitted by the CCPA, not combine Company Personal Data with Personal Data that ZEBEDEE (a) receives from, or on behalf of, another person, or (b) collects from its own, independent consumer interaction. Company may: (1) take reasonable and appropriate steps agreed upon by the parties to help ensure that ZEBEDEE Processes Company Personal Data in a manner consistent with Company's CCPA obligations; and (2) upon notice, take reasonable and appropriate steps agreed upon by the parties to stop and



remediate unauthorized Processing of Company Personal Data by ZEBEDEE.

- 3.10. Service Optimization. Where permitted by Data Protection Laws, ZEBEDEE may Process Company Personal Data: (i) for its internal uses to build or improve the quality of its services; (ii) to detect Security Incidents; and (iii) to protect against fraudulent or illegal activity.
 - 3.11. Aggregation and De-Identification. ZEBEDEE may: (i) compile aggregated and/or de-identified information in connection with providing the Services provided that such information cannot reasonably be used to identify Company or any data subject to whom Company Personal Data relates ("Aggregated and/or De-Identified Data"); and (ii) use Aggregated and/or De-Identified Data for its lawful business purposes.
4. **Information Security Program**. ZEBEDEE shall use commercially reasonable efforts to implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Company Personal Data.
5. **Security Incidents**. Upon becoming aware of a Security Incident, ZEBEDEE agrees to provide written notice without undue delay and within the time frame required under Data Protection Laws to Company's Designated POC. Where possible, such notice will include all available details required under Data Protection Laws for Company to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.
6. **Cross-Border Transfers of Company Personal Data**.
 - 6.1. Cross-Border Transfers of Company Personal Data. Company authorizes ZEBEDEE and its Subprocessors to transfer Company Personal Data across international borders, including from the European Economic Area, Switzerland, and/or the United Kingdom to the United States.
 - 6.2. EEA, Swiss, and UK Standard Contractual Clauses. If Company Personal Data originating in the European Economic Area, Switzerland, and/or the United Kingdom is transferred by Company to ZEBEDEE in a country that has not been found to provide an adequate level of protection under applicable Data Protection Laws, the parties agree that the transfer shall be governed by Module Two's obligations in the [Annex to the Commission Implementing Decision \(EU\) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation \(EU\) 2016/679 of the European Parliament and of the Council](#) ("Standard Contractual Clauses") as supplemented by Exhibit 1 attached hereto, the terms of which are incorporated herein by reference. Each party's signature to the Agreement shall be considered a signature to the Standard Contractual Clauses to the extent that the Standard Contractual Clauses apply hereunder.
7. **Audits and Assessments**. Where Data Protection Laws afford Company an audit or assessment right, Company (or its appointed representative) may carry out an audit or assessment of ZEBEDEE's policies, procedures, and records relevant to the Processing of Company Personal Data. Any audit or assessment must be: (i) conducted during ZEBEDEE's regular business hours; (ii) with reasonable advance notice to ZEBEDEE; (iii) carried out in a manner that prevents unnecessary disruption to ZEBEDEE's operations; and (iv) subject to reasonable confidentiality procedures. In addition, any audit or assessment shall be limited to once per year, unless an audit or assessment is carried out at the direction of a government authority having proper jurisdiction.
8. **Company Personal Data Deletion**. At the expiry or termination of the Agreement, ZEBEDEE will delete all Company Personal Data (excluding any back-up or archival copies which shall be deleted in accordance with ZEBEDEE's data retention schedule), except where ZEBEDEE is required to retain copies under applicable laws, in which case ZEBEDEE will isolate and protect that Company Personal Data from any further Processing except to the extent required by applicable laws.
9. **Processing Details**.



- 9.1. Subject Matter. The subject matter of the Processing is the Services pursuant to the Agreement.
- 9.2. Duration. The Processing will continue until the expiration or termination of the Agreement.
- 9.3. Categories of Data Subjects. Data subjects whose Company Personal Data will be Processed pursuant to the Agreement.
- 9.4. Nature and Purpose of the Processing. The purpose of the Processing of Company Personal Data by ZEBEDEE is the performance of the Services.
- 9.5. Types of Company Personal Data. Company Personal Data that is Processed pursuant to the Agreement.

EXHIBIT 1 TO THE DATA PROCESSING ADDENDUM

This Exhibit 1 forms part of the Addendum and supplements the Standard Contractual Clauses. Capitalized terms not defined in this Exhibit 1 have the meaning set forth in the Addendum.

The parties agree that the following terms shall supplement the Standard Contractual Clauses:

1. **Supplemental Terms.** The parties agree that: (i) a new Clause 1(e) is added to the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses also apply mutatis mutandis to the Parties' processing of personal data that is subject to the Swiss Federal Act on Data Protection. Where applicable, references to EU Member State law or EU supervisory authorities shall be modified to include the appropriate reference under Swiss law as it relates to transfers of personal data that are subject to the Swiss Federal Act on Data Protection."; (ii) a new Clause 1(f) is added to the Standard Contractual Clauses which shall read: "To the extent applicable hereunder, these Clauses, as supplemented by Annex III, also apply mutatis mutandis to the Parties' processing of personal data that is subject to UK Data Protection Laws (as defined in Annex III)."; (iii) the optional text in Clause 7 is deleted; (iv) Option 1 in Clause 9 is struck and Option 2 is kept, and data importer must notify data exporter of any new subprocessors in accordance with Section 3.4 of the Addendum; (v) the optional text in Clause 11 is deleted; and (vi) in Clauses 17 and 18, the governing law and the competent courts are those of Ireland (for EEA transfers), Switzerland (for Swiss transfers), or England and Wales (for UK transfers).

2. **Annex I.** Annex I to the Standard Contractual Clauses shall read as follows:

A. List of Parties

Data Exporter: Company.

Address: As set forth in the Notices section of the Agreement.

Contact person's name, position, and contact details: As set forth in the Notices section of the Agreement.

Activities relevant to the data transferred under these Clauses: The Services.

Role: Controller.

Data Importer: ZEBEDEE.

Address: As set forth in the Notices section of the Agreement.

Contact person's name, position, and contact details: As set forth in the Notices section of the Agreement.

Activities relevant to the data transferred under these Clauses: The Services.

Role: Processor.

B. Description of the Transfer:

Categories of data subjects whose personal data is transferred: The categories of data subjects whose personal data is transferred under the Clauses.

Categories of personal data transferred: The categories of personal data transferred under the Clauses.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: To the parties knowledge, no sensitive data is transferred.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): Personal data is transferred in accordance with the standard functionality of the Services, or as otherwise agreed upon by the parties.

Nature of the processing: The Services.

Purpose(s) of the data transfer and further processing: The Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: Data importer will retain personal data in accordance with the Addendum.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: Data importer will provide its list of subprocessors upon data exporter's written request.

C. Competent Supervisory Authority: The supervisory authority mandated by Clause 13. If no supervisory authority is mandated by Clause 13, then the Irish Data Protection Commission (DPC), and if this is not possible, then as otherwise agreed by the parties consistent with the conditions set forth in Clause 13.

D. Additional Data Transfer Impact Assessment Questions:

Will data importer process any personal data under the Clauses about a non-United States person that is "foreign intelligence information" as defined by 50 U.S.C. § 1801(e)? Not to data importer's knowledge.

Is data importer subject to any laws in a country outside of the European Economic Area, Switzerland, and/or the United Kingdom where personal data is stored or accessed from that would interfere with data importer fulfilling its obligations under the Clauses? For example, FISA Section 702. If yes, please list these laws: As of the effective date of the Addendum, no court has found data importer to be eligible to receive process issued under the laws contemplated by this question, including FISA Section 702, and no such court action is pending.

Has data importer ever received a request from public authorities for information pursuant to the laws contemplated by the question above? If yes, please explain: No.

Has data importer ever received a request from public authorities for personal data of individuals located in European Economic Area, Switzerland, and/or the United Kingdom? If yes, please explain: No.

E. Data Transfer Impact Assessment Outcome: Taking into account the information and obligations set forth in the Addendum and, as may be the case for a party, such party's independent research, to the parties' knowledge, the personal data originating in the European Economic Area, Switzerland, and/or the United Kingdom that is transferred pursuant to the Clauses to a country that has not been found to provide an adequate level of protection under applicable data protection laws is afforded a level of protection that is essentially equivalent to that guaranteed by applicable data protection laws.

F. Clarifying Terms: The parties agree that: (i) the certification of deletion required by Clause 8.5 and Clause 16(d) of the Clauses will be provided upon data exporter's written request; (ii) the measures data importer is required to take under Clause 8.6(c) of the Clauses will only cover data importer's impacted systems; (iii) the audit described in Clause 8.9 of the Clauses shall be carried out in accordance with Section 7 of the Addendum; (iv) the termination right contemplated by Clause 14(f) and Clause 16(c) of the Clauses will be limited to the termination of the Clauses; (v) unless otherwise stated by data importer, data exporter will be responsible for communicating with data subjects pursuant to Clause 15.1(a) of the Clauses; (vi) the information required under Clause 15.1(c) of the Clauses will be provided upon data exporter's written request; and (vii) notwithstanding anything to the contrary, data exporter will reimburse data importer for all costs and expenses incurred by data importer in connection with the performance of data importer's obligations under Clause 15.1(b) and Clause 15.2 of the Clauses without regard for any limitation of liability.

set forth in the Agreement.

3. **Annex II.** Annex II of the Standard Contractual Clauses shall read as follows:

Data importer shall use commercially reasonable efforts to implement and maintain technical and organisational measures designed to protect personal data in accordance with the Addendum.

Pursuant to Clause 10(b), data importer will provide data exporter assistance with data subject requests in accordance with the Addendum.

4. **Annex III.** A new Annex III shall be added to the Standard Contractual Clauses and shall read as follows:

The [UK Information Commissioner's Office International Data Transfer Addendum to the EU Commission Standard Contractual Clauses](#) ("**UK Addendum**") is incorporated herein by reference.

Table 1: The start date in Table 1 is the effective date of the Addendum. All other information required by Table 1 is set forth in Annex I, Section A of the Clauses.

Table 2: The UK Addendum forms part of the version of the Approved EU SCCs which this UK Addendum is appended to including the Appendix Information, effective as of the effective date of the Addendum.

Table 3: The information required by Table 3 is set forth in Annex I and II to the Clauses.

Table 4: The parties agree that Importer may end the UK Addendum as set out in Section 19.