



ENTERPRISE SERVICE AGREEMENT

This Enterprise Services Agreement ("**Agreement**") is entered by and between Spreedly, Inc., a Delaware corporation, ("**Spreedly**") and Groups360 LLC, a Delaware limited liability company, ("**Customer**"). Spreedly and Customer are each a "**Party**" and collectively the "**Parties**". This Agreement is effective on December 16, 2022 ("**Effective Date**").

<p>SPREEDLY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Spreedly, Inc.</td> </tr> <tr> <td>Address:</td> <td>300 Morris Street, Suite 400</td> </tr> <tr> <td>City/State:</td> <td>Durham, NC 27701</td> </tr> </table> <p>PRIMARY SPREEDLY CONTACT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Helen Kruskamp</td> </tr> <tr> <td>Title:</td> <td>Enterprise Account Executive</td> </tr> <tr> <td>Phone:</td> <td>888-727-7750</td> </tr> <tr> <td>Email:</td> <td>hmkruskamp@spreedly.com</td> </tr> </table> <p>SPREEDLY FINANCE CONTACT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Spreedly Accounting Department</td> </tr> <tr> <td>Phone:</td> <td>888-727-7750</td> </tr> <tr> <td>Email:</td> <td>accounting@spreedly.com</td> </tr> </table>	Name:	Spreedly, Inc.	Address:	300 Morris Street, Suite 400	City/State:	Durham, NC 27701	Name:	Helen Kruskamp	Title:	Enterprise Account Executive	Phone:	888-727-7750	Email:	hmkruskamp@spreedly.com	Name:	Spreedly Accounting Department	Phone:	888-727-7750	Email:	accounting@spreedly.com	<p>CUSTOMER</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Groups360 LLC</td> </tr> <tr> <td>Address:</td> <td>103 Powell Ct. Suite #300</td> </tr> <tr> <td>City/Country:</td> <td>Brentwood, TN 37207</td> </tr> </table> <p>PRIMARY CUSTOMER CONTACT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Landon Stafford</td> </tr> <tr> <td>Title:</td> <td>Vice President, Integrations</td> </tr> <tr> <td>Phone:</td> <td>N/A</td> </tr> <tr> <td>Email:</td> <td>landon.stafford@groups360.com</td> </tr> </table> <p>CUSTOMER BILLING CONTACT</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name:</td> <td>Parker Collins, Corporate Controller</td> </tr> <tr> <td>Phone:</td> <td>Office: 615-900-4360 Mobile: 615-495-5072</td> </tr> <tr> <td>Email:</td> <td>parker.collins@groups360.com</td> </tr> </table>	Name:	Groups360 LLC	Address:	103 Powell Ct. Suite #300	City/Country:	Brentwood, TN 37207	Name:	Landon Stafford	Title:	Vice President, Integrations	Phone:	N/A	Email:	landon.stafford@groups360.com	Name:	Parker Collins, Corporate Controller	Phone:	Office: 615-900-4360 Mobile: 615-495-5072	Email:	parker.collins@groups360.com
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Background

Spreedly develops, markets and provides to its customers a web-based payments orchestration and tokenization platform, which includes Spreedly's proprietary API integration (collectively, the "**Platform**"), which enables its customers to validate, tokenize and vault credit cards (and other payment types) and then transact with one or more of the payment gateways that are integrated to the Platform and/or third-party payment method receivers that Spreedly supports, and, where applicable, automatically update expired or lost credit cards (the "**Permitted Use**"). Customer desires to acquire a subscription to access and use the Platform for the Permitted Use, subject to the terms and conditions set forth herein.

Agreement

The Parties agree for themselves, their successors and permitted assigns as follows:

1. Definitions. As used in this Agreement, the following terms will have the meanings set forth below:



- 1.1. "Agreement" means, collectively, this Enterprise Services Agreement, including all schedules and attachments hereto, the Order Form(s), the Statements of Work, the Support Services Terms and the Data Security Policy, in each case as amended from time-to-time as permitted herein.
- 1.2. "Card Associations" means MasterCard, VISA, American Express, Discover, JCB or any other credit card brand or payment card network for or through which Spreedly processes payment card transactions.
- 1.3. "Card Data" means any credit card data uploaded or otherwise received from Customer, including by or through the Platform for the purposes of being processed within the Platform in connection with this Agreement.
- 1.4. "Claim" means any claim, suit, action, proceeding, or investigation by a governmental body.
- 1.5. "Customer Data" means all data and information, including Personal Information (as defined in Section 6.2), Card Data and Customer Confidential Information (as defined in Section 5.1), whether in written or electronic form, that is submitted to Spreedly or to which Spreedly is given access by Customer, including data and information uploaded or otherwise received from Customer by or through the Platform for the purposes of being processed within the Platform.
- 1.6. "Documentation" means the then-current online, electronic and written user documentation and guides, and instructional videos that Spreedly makes available to Customer at: <https://docs.spreedly.com/>, which describe the functionality, components, features or requirements of the Platform, as Spreedly may update from time-to-time in Spreedly's discretion; provided that (i) such updates shall not materially adversely reduce the features, availability, security or functionality of the Platform, (ii) Spreedly posts notice of all updates via Spreedly's Changelog at: <https://docs.spreedly.com/changelog/>, (iii) Spreedly provides prior written notice directly to Customer in the event of any major updates, and (iv) such updates shall not serve to amend this Agreement.
- 1.7. "Malicious Code" means any software, hardware or other technology, device or means, including any virus, worm, malware, Trojan horse, trap door, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to modify, destroy, disrupt, disable, distort, or otherwise damage, harm, or impede in any manner any (a) computer, software, firmware, hardware, system or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby.
- 1.8. "Initial Order Form" means Order Form #1 executed by Customer and Spreedly concurrently with the execution and delivery of this Agreement.
- 1.9. "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the Laws of any state, country, territory or other jurisdiction.
- 1.10. "Laws" means all laws, directives, rules and regulations.
- 1.11. "Losses" means any and all losses, damages, liabilities, deficiencies, judgments, settlements, costs and/or expenses (including reasonable attorneys' fees and costs).
- 1.12. "Order Form" means each ordering document which is substantially like the form in Schedule A that is executed by Customer and Spreedly that references this Enterprise Services Agreement, including the Initial Order Form. Each Order Form is hereby incorporated into this Agreement by reference, as amended from time-to-time by the Parties.
- 1.13. "PCI-DSS" means the Payment Card Industry Data Security Standard.
- 1.14. "Professional Services" means any consulting or professional services listed under a Statement of Work that are not included as part of the Support Services. Professional Services may include training, implementation, and configuration of the Platform.
- 1.15. "Statement of Work" means a mutually agreed to statement of work executed by an authorized representative of Customer and Spreedly that references this Enterprise Services Agreement, each of which is hereby incorporated into this Agreement by reference, as amended from time-to-time by the Parties.

2. Provision and Use of the Platform.

- 2.1. License to Use the Platform. Subject to the terms of this Agreement, Spreedly hereby grants to Customer and its Representatives, during the Term and on a non-exclusive and non-transferable (except as permitted in Section 14.5) basis, a worldwide right and license to access and use the Platform solely for the Permitted Use. Customer acknowledges and agrees that Spreedly is not a payment gateway or merchant account provider and Spreedly does



not assume any direct or indirect liability or responsibility for Customer's agreements with payment gateways or merchant account providers supported on the Platform.

2.2. Compliance with Laws. Each Party shall comply with all Laws applicable to such Party in connection with this Agreement. Customer will access and use the Platform solely for lawful purposes and will not use it for any fraudulent, illegal or criminal purposes. Customer hereby grants Spreedly authorization to share information with law enforcement about Customer as permitted by law, Customer's transactions and Customer's Spreedly account, in each case if Spreedly reasonably suspects that Customer's use of the Platform has been for an unauthorized, illegal, or criminal purpose. Further, Spreedly reserves the right to not store or submit any transaction Customer submits that Spreedly reasonably believes is in violation of this Agreement or applicable Law or otherwise exposes Spreedly or other Spreedly users to material harm, including but not limited to, fraud, illegal, and other criminal acts.

2.3. Limitations and Restrictions. Except as otherwise set forth in this Agreement, Customer must not do any of the following:

2.3.1. modify, adapt, translate or create derivative works or improvements of the Platform or any portion thereof;

2.3.2. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or any features or functionality of the Platform to any third party for any reason, including as part of any time-sharing, service bureau or software as a service arrangement;

2.3.3. reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive, gain access to or discover the source code of the Platform or the underlying structure, ideas, know-how, algorithms or methodology relevant to the Platform;

2.3.4. input, upload, transmit or otherwise provide to or through the Platform any information or materials that are unlawful or injurious, or contain, transmit or activate any Malicious Code;

2.3.5. attempt to gain unauthorized access to, damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any material manner the Platform;

2.3.6. access or use the Platform in any way that infringes, misappropriates or otherwise violates any intellectual property right, privacy right or other right of any third party; or

2.3.7. access or use the Platform for purposes of (A) benchmarking or competitive analysis, (B) developing, producing, marketing, distributing, licensing or selling any product or service that may compete with the Platform, or (C) disclosing to Spreedly's competitors, for any purpose, otherwise non-public information about the Platform.

2.4. Changes to the Platform. Spreedly may make any changes to the Platform (including, without limitation, the design, look and feel, functionality, content, material, information and/or services provided via the Platform) that Spreedly deems necessary or useful to improve the Platform, from time-to-time in Spreedly's sole discretion, and without notice to Customer; provided, however, that Spreedly will not make any such changes that will materially adversely affect the features or functionality available to Customer or the availability, or security of the Platform during the Term. Such changes may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related Documentation changes, "Updates"). All Updates issued by Spreedly shall be promptly offered to Customer. Spreedly shall promptly provide to Customer all bug fixes, patches and other defect or error corrections issued by Spreedly at no additional charge. All Updates issued by Spreedly to Customer will be deemed a part of the Platform governed by all the provisions of this Agreement pertaining thereto. Spreedly may occasionally offer optional upgrades to the Platform. If Customer chooses to utilize such upgrades, any new charges incurred in connection therewith must be agreed to in writing by both Parties via a new Order Form.

2.5. Subcontractors. Spreedly may, in Spreedly's discretion, engage subcontractors to aid Spreedly in providing the Platform and performing Spreedly's obligations under this Agreement, but Spreedly will remain liable to Customer for any act or omission by such subcontractors that would be a breach or violation of this Agreement as if committed by Spreedly. Spreedly may use Amazon Web Services, Microsoft Azure, and Google Cloud Platform (each a "Reputable Hosting Services Provider") for cloud-based infrastructure and hosting and storage services for the Platform, and such Reputable Hosting Services Provider will host and store certain portions of Customer Data that is processed through the Platform. Customer hereby specifically approves and consents to Spreedly's use of a Reputable Hosting Services Provider in the manner described in the DPA (as defined below).

2.6. Beta Services. Spreedly may, at no additional charge to Customer, offer Customer access to beta services that are being provided prior to general release ("Beta Services"). Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a similar description on an Order Form. Beta Services are for evaluation purposes and not for production use, are not considered "services" under this Agreement, are not supported, and may be subject to additional terms. Spreedly may discontinue Beta Services at any time in its sole discretion and may never make them generally available. ALL BETA SERVICES ARE PROVIDED "AS-IS"



AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND. Spreedly will have no liability for any harm or damage arising out of or in connection with the use of Beta Services. If Customer provides feedback ("Feedback") about the Beta Services, Spreedly will be free to use, disclose, reproduce, distribute, implement or otherwise commercialize all Feedback provided by Customer without obligation or restriction. For the Beta Services only, the terms of this Section 2.6 supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.

2.7. Suspension of Services and Platform Access. Spreedly may, with prompt written notice to Customer, suspend Customer's access to or use of all or any part of the Platform and Support Services, without any liability to Customer (i) if Spreedly is expressly required to do so by valid court order; (ii) Customer has failed to comply with Section 2.2 or 2.3 of this Agreement; or (iii) upon thirty (30) days' prior written notice to Customer, if Customer is in breach of its payment obligations for undisputed amounts under this Agreement. Additionally, Spreedly may suspend access to the Platform and Support Services with prior written notice to Customer if Spreedly reasonably determines that such Customer's use of the Platform: (A) poses a material and imminent risk to the functionality, availability, or security of the Platform, or (B) may be unlawful. Spreedly shall restore access to the Platform promptly following resolution of the cause of Customer's suspension. Spreedly's remedies in this Section are in addition to, and not in lieu of, Spreedly's termination rights in Section 10.

2.8. Customer Data Export; Customer Data Retention. Customer may elect at any time to perform an automatic export of any Card Data and/or other Customer Data to a third-party endpoint for which Spreedly supports third-party vaulting as set forth at: <https://docs.spreedly.com/guides/third-party-vaulting>, a copy of which is included here for the convenience of the Parties as Schedule D. For any third-party endpoint for which automatic export is not supported, on Customer's request that, Spreedly will perform one (1) free-of-charge manual export per year during the Term, of any Card Data or other credit card or user information associated with Customer's account to a recipient designated by Customer, provided that the recipient has proven that it is PCI-DSS compliant, and the transfer is not in violation of any applicable Laws. If Customer requires additional manual exports in excess of the one (1) free-of-charge manual export per year during the Term, each additional manual export will incur an export charge at Spreedly's then-current rates. Spreedly reserves the right to delete all of Customer's Card Data and any other Customer Data thirty (30) days after the effective date of termination of this Agreement (the "Data Transfer Window"). If Customer requires additional time to arrange the export of its Card Data to a PCI-DSS compliant third party, it may extend the Data Transfer Window for additional thirty (30) day periods by providing notice to Spreedly and continuing to pay a prorated portion of the applicable Fees set forth in the Order Forms.

3. Support Services and Availability.

3.1. Support Services. During the Term, Spreedly will provide customer support services to Customer in accordance with Spreedly's Support Service Terms posted at: <https://www.spreedly.com/support-services-terms> at the support level specified on the Order Form (the "Support Services"). Spreedly may amend the Support Services Terms, a current (as of the Effective Date) copy which is included here as Schedule C; provided that (i) such amendments shall not materially adversely reduce the scope, duties, or responsibilities of Spreedly and/or Customer's rights and remedies thereunder as of the Effective Date, and (ii) Spreedly provides thirty (30) days' prior written notice of any and all amendments to Customer. Within thirty (30) days of such notice, Customer may notify Spreedly that it refuses to accept the amended Support Services Terms, in which case the objected-to amendment will not take effect, and the Parties must discuss in good faith and mutually agree in writing upon amendment(s) on the subject of Customer's objection (if any). Amendments to the Support Services Terms shall not serve to amend this Agreement, and this Agreement shall take precedence over any contrary terms in the Support Services Terms (as amended from time to time).

3.2. Availability. During the Term, Spreedly will make the Platform available for access and use by Customer in accordance with Spreedly's Availability Commitments posted at: <https://www.spreedly.com/support-services-terms> corresponding to the support level specified on the Order Form. Spreedly may amend the Spreedly's Availability Commitments, a current (as of the Effective Date) copy which is included here as Schedule C; provided that (i) in such amendments shall not materially adversely affect Spreedly's commitments thereunder and/or Customer's rights and remedies thereunder, and (ii) Spreedly provides thirty (30) days' prior written notice of any and all amendments to Customer. Within thirty (30) days of such notice, Customer may notify Spreedly that it refuses to accept the amended Availability Commitments, in which case the objected-to amendment will not take effect, and the Parties must discuss in good faith and mutually agree in writing upon amendment(s) on the subject of Customer's objection (if any). Amendments to the Availability Commitments shall not serve to amend this Agreement, and this Agreement shall take precedence over any contrary terms in the Availability Commitments (as amended from time to time). SPREEDLY'S SOLE OBLIGATION AND LIABILITY TO CUSTOMER FOR ANY FAILURE TO MEET THE AVAILABILITY COMMITMENTS ARE THE SERVICE CREDITS SPECIFIED IN THE SUPPORT SERVICE TERMS REFERENCED ABOVE.

4. Professional Services. If Customer and Spreedly execute a Statement of Work for Professional Services, the following additional terms will apply:



4.1. Scope of Services; Statements of Work. Subject to the terms of this Agreement, Spreedly will perform the training, consulting, advisory, implementation, configuration, customization and/or other professional services (the "Professional Services") that are mutually agreed upon and described in one or more Statements of Work. Any changes to a Statement of Work shall be set forth in a mutually agreed upon written change order duly executed by authorized representatives of the Parties (a "Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW.

4.2. Personnel. Spreedly reserves the right to determine which of Spreedly's personnel or subcontractors will be assigned to perform Professional Services and, so as long as the replacement or reassignment does not materially impede the performance or schedule of the Professional Services, to replace or reassign such personnel during the Term; provided, however, that if any personnel or subcontractor assigned to perform Professional Services is, in Customer's sole discretion, found to be unacceptable for any reason, Customer shall notify Spreedly and Spreedly shall promptly remove and replace such personnel or subcontractor within a reasonable time.

4.3. Customer Responsibilities. In connection with Spreedly's provision of the Professional Services, Customer will: (i) reasonably cooperate with Spreedly in all matters relating to the performance of the Professional Services; (ii) respond promptly to Spreedly's requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Spreedly to perform the Professional Services in accordance with the Statement of Work; (iii) provide the content, data and materials that Customer is required to provide as described in the Statement of Work; and (iv) perform those additional tasks and assume those additional responsibilities specified in the applicable Statement of Work ("Customer Responsibilities").

4.4. Securing Rights. Before the date on which the Professional Services are to commence, Spreedly shall secure and, at all times during the Term, maintain all rights, consents, licenses or approvals to grant Spreedly access to or use of any third-party data, materials, software or technology necessary for Spreedly's performance of the Professional Services, including with respect to any third-party materials included as part of the Platform, except that Customer will be responsible for securing necessary rights, consents, licenses, or approvals in relation to Professional Services to the extent that such rights, consents, licenses, or approvals relate to Customer's business, premises, staff, and equipment. Spreedly will abide by the terms and conditions of such permissions, licenses or approvals.

4.5. Ownership of Work Product. Unless Customer and Spreedly have otherwise expressly provided in a Statement of Work (including by making a specific reference to this Section 4.5), all Deliverables (as defined below) will be deemed to be a part of the Platform hereunder and therefore owned by Spreedly (pursuant to Section 8.1 below) and provided to Customer (pursuant to Section 2.1 above) under the terms of this Agreement. "Deliverables" means all results and proceeds of the Professional Services provided by Spreedly.

4.6. Acceptance of Deliverables. Deliverables are subject to Customer's inspection, evaluation, testing, and approval. Within thirty (30) days of Customer's receipt of any Deliverable(s), Customer shall provide to Spreedly: (a) written approval of such Deliverable(s), or (b) if Customer reasonably believes that any final Deliverable provided by Spreedly as part of Professional Services fails to conform in some material respect to the specifications set forth in the applicable Statement of Work, a detailed written description of each alleged non-conformance (a "Non-Conformance Notice"). Spreedly will have thirty (30) days from the date it receives a Non-Conformance Notice to correct each alleged non-conformance of such Deliverable(s) so that Deliverables conform in all material respects to the specifications set forth in the applicable Statement of Work. Customer shall complete its review of the corrected Deliverable and notify Spreedly of its acceptance or rejection in accordance with the foregoing provisions of this Section. If Customer rejects a Deliverable and Spreedly has not corrected its alleged non-conformance within thirty (30) days from the date it receives the Non-Conformance Notice, then Customer may, in addition to other remedies, elect to terminate the Statement of Work, and Spreedly shall repay to Customer all amounts paid by Customer with respect to such Statement of Work. The Deliverables will be deemed accepted in the absence of a Non-Conformance Notice from Customer within thirty (30) days of Customer's receipt of such Deliverables from Spreedly. Each Party will provide reasonable assistance and information to one another to assist in resolving any Deliverable non-conformance issues.

5. Confidentiality.

5.1. Confidential Information. In connection with this Agreement, each Party (as the "Disclosing Party") may disclose or make available its Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means all confidential, sensitive, proprietary, and/or non-public information or materials of any character, whether written, electronic, verbal or otherwise and whether specifically marked "confidential" or "proprietary", furnished by the Disclosing Party or its directors, officers, employees, consultants, contractors, agents or advisors that should reasonably be understood from the relevant circumstances to be of confidential or of a proprietary nature, including but not limited to, all (A) trade secrets and intellectual property, (B) financial information and pricing, (C) technical information, such as research, development procedures, algorithms, data, designs, and know-how, (D) Personal Information (as defined in Section 6.2), (E) business and operational information, such as planning, marketing interests,



pricing and products, (F) customer lists and all related information, (G) Card Data and Customer Data, and (H) any and all information or data relating to a Party, its affiliates, systems, networks, employees, personnel, contractors, agents, directors, clients, customers, partners, vendors, or suppliers. For avoidance of doubt, all non-public information related to the Platform (including without limitation, pricing information (e.g., price quotes) and the source code for the Platform and the methods, algorithms, structure and logic, technical infrastructure, techniques and processes used by Spreedly in developing, producing, marketing and/or providing the Platform) is Spreedly's Confidential Information, Customer Data is Customer's Confidential Information, and the terms of this Agreement and any Order Form or Statement of Work are the Confidential Information of both Parties.

5.2. Exclusions. Except with respect to Card Data, Confidential Information of a Disclosing Party does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available by the Disclosing Party to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' (as defined in Section 5.3 below) noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reliance upon any Confidential Information of the Disclosing Party.

5.3. Protections. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party will: (i) not use the Disclosing Party's Confidential Information other than as strictly necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (ii) except as may be permitted under the terms and conditions of Section 5.4 below, not disclose or permit access to such Confidential Information other than to its affiliates and its (and its affiliates') respective officers, employees, directors, attorneys, accountants, professional advisors, contractors, subcontractors, agents and/or consultants (collectively, its "Representatives") who: (x) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (y) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Agreement, and (z) are bound by written agreement and/or employment policy to maintain the confidentiality of the Disclosing Party's Confidential Information; (iii) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own Confidential Information and in no event less than a reasonable degree of care; and (iv) promptly notify the Disclosing Party of any actual or suspected unauthorized use or disclosure of Confidential Information of which it becomes aware and take all reasonable steps to prevent further unauthorized use or disclosure. Within thirty (30) days after receipt of a written request from the Disclosing Party, the Receiving Party agrees to return and/or delete all Confidential Information it received from the Disclosing Party, in whatever form. Each Party will be liable for any breach of this Agreement by its Representatives.

5.4. Legally Required Disclosures. If a Receiving Party or one of its Representatives is required by any court or governing body of competent jurisdiction to disclose pursuant to a valid court order any Confidential Information, such Receiving Party (i) will, to the extent legally permissible give the Disclosing Party prompt notice of such request so that the Disclosing Party may (at its own expense) seek an appropriate protective remedy, and (ii) will, and will cause its Representatives to, cooperate with the Disclosing Party (at the Disclosing Party's expense) in the Disclosing Party's efforts to obtain any such protective remedy. In the event that the Disclosing Party is unable to obtain such a protective remedy, the Receiving Party or its Representatives, as applicable, will (A) furnish only that portion of the Confidential Information that the Receiving Party or its Representatives is legally required to disclose in the reasonable opinion of the Receiving Party's or its Representatives' outside counsel, (B) exercise reasonable efforts to assist the Disclosing Party (at the Disclosing Party's expense) in obtaining assurances that confidential treatment will be accorded the Confidential Information so required to be disclosed, and (C) give notice to the Disclosing Party of the information to be disclosed as far in advance of disclosure of the same as is reasonably possible.

5.5. Ownership. All Confidential Information, together with all Intellectual Property Rights embodied therein, will remain at all times the sole and exclusive property of the Disclosing Party, and the Receiving Party will not acquire any rights in or to such Confidential Information by reason of its disclosure to the Receiving Party hereunder, except as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.

6. Data Protection and Privacy.

6.1. Data Security. During the Term, Spreedly will develop, implement, and maintain commercially reasonable policies, procedures, programs, safeguards, and other security and integrity measures to protect against threats or hazards to the security, confidentiality or integrity of Customer Data, including Personal Information (as defined in Section 6.2), in accordance with Spreedly's Data Security Policy set forth in Schedule B, as amended from time-to-time in accordance with Section B.7 of Schedule B (the "Data Security Policy").



6.2. Data Privacy. In the event that the Parties enter into an Order Form and/or Statement of Work whereby Spreedly collects, accesses, processes, stores, transfers, transmits, uses, discloses or otherwise handles any Customer Data that includes "personal information," "personal data" or "personally identifiable information" as defined under applicable Law, which includes for avoidance of doubt, Card Data (collectively "Personal Information"), Spreedly agrees to comply in all material respects with all applicable Laws relating to the privacy and/or protection of the Personal Information involved ("Data Privacy Laws"), including but not limited to the European Union Regulation 2016/679 (General Data Protection Regulation) and the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its implementing regulations (as amended, restated or supplemented from time to time, "CCPA") where applicable. Spreedly will not access, use, handle, maintain, process, dispose of, disclose, distribute, sell, share, rent, or otherwise transfer any Personal Information other than as expressly required under this Agreement or as may be expressly directed in advance by Customer in writing. Spreedly will comply with all obligations and requirements set forth in the Data Protection Agreement set forth in Schedule E and incorporated herein by this reference (the "DPA") and shall process all Customer Data in accordance with the DPA. Spreedly will limit dissemination of Personal Information to its employees and subcontractors who (i) need to know the information to enable Spreedly to perform its obligations or exercise its rights under this Agreement, and (ii) are bound by confidentiality obligations substantially equivalent to those provided for in this Agreement. Upon Customer's written request Spreedly will cooperate with Customer as may be reasonably required to enable Customer to comply with Data Privacy Laws, including by reasonably assisting Customer in complying with individuals' rights in regards to their Personal Information under Data Privacy Laws and executing any additional clauses required by Data Privacy Laws beyond those set forth in this Agreement.

6.3. CCPA Service Provider Compliance. Spreedly and Customer both agree that Customer is a business and Spreedly is a service provider under CCPA. Spreedly will: (i) not retain, use or disclose Personal Information for any purpose (including any commercial purpose) other than for the specific purpose of providing the Platform and performing the Support Services and Professional Services contemplated by this Agreement; (ii) not retain, use or disclose Personal Information outside of the direct business relationship between Customer and Spreedly; and (iii) not sell Personal Information to any third parties. Spreedly certifies that it understands and will comply with the restrictions, duties and obligations set forth in this Section 6.3. In the event that any consumer makes a request directly to Spreedly with respect to exercising its privacy rights under CCPA, Spreedly will promptly notify Customer and provide Customer with a copy of the consumer request, inform the consumer that the consumer's request cannot be acted upon because the request has been sent to a service provider, provide Customer with a copy of such response, and reasonably cooperate with Customer in its efforts to respond and act on the consumer's request in accordance with the requirements of CCPA. For purposes of this Section 6.3, the terms "business," "commercial purpose," "consumer," "personal information," "processing," "sell" and "service provider" will have the meanings given to such terms in CCPA.

7. Fees and Payment.

7.1. Fees. Customer will pay to Spreedly the fees and charges described in each Order Form and Statement of Work entered into by Customer and Spreedly (the "Fees") in accordance with such Order Form or Statement of Work and this Section 7. Except as otherwise expressly provided in this Agreement or in the applicable Order Form or Statement of Work, all purchases are final, all payment obligations are non-cancelable and all Fees once paid are non-refundable.

7.2. Taxes. If Spreedly is required by Law to pay, withhold or deduct any taxes, levies, imports, duties, charges, fees or other amounts from Customer's payments, such amounts will be invoiced to and paid by Customer in addition to the Fees, unless Customer provides Spreedly with a valid exemption certificate from the corresponding authority. If Customer is required by Law to withhold or deduct any portion of the Fees due to Spreedly (a "Customer Withholding"), Spreedly will be entitled to "gross-up" the applicable Fees in an amount equal to the Customer Withholding so that Spreedly receives the same Fees it would have received but for the withheld amounts required by Law. Customer remains liable for the payment of all such Customer Withholdings, however designated, that are levied or based on Customer's use of the Platform. Notwithstanding anything herein to the contrary, Customer shall not be responsible for the payment of any taxes based on Spreedly's assets or employees.

7.3. Payment. Customer will make all payments in US dollars. Unless otherwise set forth in an applicable Order Form or Statement of Work, all undisputed invoiced amounts are due net forty-five (45) days from the date of Customer's receipt of the undisputed invoice. Customer is responsible for providing complete and accurate billing and contact information and notifying Spreedly of any changes to that information.

7.4. Late Payment. If Customer fails to make any undisputed payment when due then, in addition to all other remedies that may be available to Spreedly (including Spreedly's rights under Section 2.7 and Section 9.3), Spreedly may charge interest on the past due undisputed amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law.



8. Ownership and Intellectual Property Rights.

8.1. Platform and Documentation. Customer acknowledges and agrees that Spreedly owns all right, title and interest in and to the Platform and the Documentation, including all Intellectual Property Rights therein and, except to the extent constituting Deliverables, all derivative works thereof. Spreedly is not granting Customer any right, license or authorization with respect to the Platform or the Documentation, except as specifically provided in Section 2.1 above (and subject to the limitations and restrictions in Section 2.3 above). Spreedly reserves all rights not expressly granted to Customer in this Agreement.

8.2. Customer Data. As between Customer and Spreedly, Customer is and will remain the sole and exclusive owner of, all right, title and interest in and to all Customer Data, including all Intellectual Property Rights therein, subject to the rights Customer grants to Spreedly in this Section 8. During the Term, Customer hereby grants to Spreedly and its subcontractors all such rights and permissions in or relating to Customer Data as are necessary to: (i) provide the Platform to Customer; and (ii) enforce this Agreement and exercise Spreedly's rights and perform Spreedly's obligations under this Agreement. Spreedly shall not use for personal benefit, disclose, distribute, sell, market, or commercialize data, create derivative products or applications based on the Customer Data and/or Confidential Information or otherwise use the Customer Data and/or Confidential Information in any manner not expressly permitted in this Agreement or permitted, in writing, by Customer. In the event of any loss or damage to Customer Data, Spreedly shall use reasonable commercial endeavors to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Spreedly in accordance with its archiving procedure. Upon any expiration or termination of this Agreement, Spreedly shall deliver to Customer all originals and copies of any and all Customer Data (including any and all data entered by Customer into the Platform, Customer Confidential Information, and Card Data), including any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by it pursuant to this Agreement in accordance with the terms of this Agreement, and at all times pursuant to Customer's instructions. Notwithstanding the foregoing, the Spreedly shall be permitted to retain a copy of Customer Data disclosed for audit and/or compliance and business archival purposes or to the extent necessary to comply with any law or regulation or the Spreedly's legitimate internal document retention policies, provided that such Customer Data is kept confidential in accordance with this Agreement, accessed only as needed for regulatory and other legal compliance, and is not otherwise used or relied upon by Spreedly.

8.3. Improvements. To the extent Spreedly makes any improvements to the Platform based upon Customer's use of the Platform, Customer agrees that Spreedly exclusively owns all right, title and interest in and to such improvements, including all related Intellectual Property Rights, except to the extent constituting Deliverables.

8.4. Usage Data. Customer acknowledges and agrees that Spreedly may collect metadata and other statistical non-personal information regarding Customer's use of and the performance of the Platform ("Usage Data"). Customer agrees that Spreedly may use Usage Data in connection with providing Support Services to Customer and, on a de-identified and aggregated basis, for Spreedly's other internal business purposes (such as monitoring, enhancing and improving the Platform) and that Spreedly may publish and share with third parties as permitted by applicable law aggregated Usage Data that cannot, by itself or with other data, directly or indirectly identify Customer, Customer's customers or client or any individual entity.

8.5. Publicity Rights. During the Term, Spreedly may not, without separate written consent from Customer, include Customer's or any of Customer's clients or users name, trademarks and logos on Spreedly's website and in other sales and marketing materials in order to factually identify Customer as a current customer.

9. Term and Termination.

9.1. Term. Unless otherwise terminated in accordance with this Agreement, the initial term of this Agreement will be for the duration specified in the Initial Order Form (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive renewal terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), subject to, and in accordance with, the terms of the Initial Order Form. Unless otherwise mutually agreed upon by the Parties as set forth in an Order Form, the term of each additional Order Form will be the same as the term set forth in the Initial Order Form.

9.2. Termination. In addition to any other termination rights described in this Agreement, this Agreement may be terminated at any time by either Party, effective when that Party provides written notice to the other Party: (i) at any time that there are no active and outstanding Order Forms and Statements of Work; or (ii) if the other Party materially breaches the terms of this Agreement (including, for avoidance of doubt, the terms of any Order Form or Statement of Work incorporated herein) and such breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice regarding such breach.



9.3. Effect of Termination. The exercise of any right of termination under this Agreement will not affect any rights of either Party (including rights to payment or reimbursement) that have accrued prior to the effective date of termination and will be without prejudice to any other legal or equitable remedies to which a Party may be entitled. If this Agreement is terminated or expires, then: (i) Spreedly will immediately discontinue Customer's access to the Platform; (ii) Customer will complete all pending transactions and stop accepting new transactions through the Platform; (iii) Customer will discontinue use of any Spreedly trademarks and promptly remove any Spreedly references and logos from Customer's website; and (iv) each Party will promptly return to the other Party or, if so directed by the other Party, destroy all originals and copies of any and all Confidential Information of the other Party (including all notes, records and materials developed therefrom).

9.4. Surviving Terms. Sections 1 (Definitions), 5 (Confidentiality), 6 (Data Protection and Privacy), 7 (Fees and Payment), 8 (Ownership and Intellectual Property Rights), 9.3 (Effect of Termination), 10.c (Disclaimer of Warranties), 11 (Indemnification), 13 (Limitations of Liability), 14 (Miscellaneous) and this Section 9.4 will survive any expiration or termination of this Agreement along with any provision which by its nature or express terms should survive termination.

10. Representations and Warranties.

10.1. Mutual Representations. The Parties each represent and warrant as applicable that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power and authority to enter into and perform its obligations under this Agreement; (iii) it has the right to grants all rights, authorizations, and licenses granted in this Agreement; and (iv) when executed and delivered by both Parties, the Agreement will constitute the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with its terms.

10.2. Customer Representations. Customer represents and warrants that: (i) it will not knowingly use the Platform, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the Platform; (ii) Customer's use of the Platform and its collection and use of all of Customer Data will comply with (A) all applicable Laws, (B) the terms of service provided in writing to Customer of the payment gateways, merchant service providers and/or API endpoints Customer connects with on the Platform; (C) the operating rules, bylaws, schedules, supplements and addenda, manuals, instructions, releases, specifications and other requirements, as may be amended from time-to-time, of any of the payment networks including Visa, MasterCard, American Express, Discover Financial Services, and any affiliates thereof or any other payment network applicable to this Agreement; (D) PCI-DSS and PA-DSS, as applicable; and (E) any regulatory body or agency having jurisdiction over the subject matter thereof; and (iii) Customer either owns, or has all rights, permissions and consents that are necessary under applicable Laws to process, and to permit Spreedly, its subcontractors and the Platform to process as contemplated in this Agreement, all Customer Data and the credit card transaction related thereto.

10.3. Spreedly Representations. Spreedly represents and warrants that:

10.3.1. it shall perform this Agreement in accordance with all applicable Laws;

10.3.2. it will comply with all applicable rules and guidelines regarding service providers, third-party agents and processors as issued by the Card Associations (the "Card Rules"), as updated from time to time, and including Card Rules applicable to U.S. and international credit card transactions;

10.3.3. it and the Platform will (A) be compliant with PCI-DSS and all other applicable standards and guidelines issued by the PCI Security Standards Council, LLC, (the "Council"); (B) validate its PCI-DSS compliance as required by the applicable Card Rules; (C) undergo annual PCI-DSS assessments by a Qualified Security Assessor; and (D) notify Customer if it becomes aware that it is no longer in compliance with PCI-DSS. Spreedly will provide proof of its PCI-DSS compliance to Customer upon request and evidence of its successful completion of its annual assessments on its website (currently available at <https://www.spreedly.com/pci>);

10.3.4. it is the sole and exclusive owner of the Platform;

10.3.5. neither the Platform, nor its use in accordance with this Agreement, will directly or indirectly, violate, misappropriate, or infringe any intellectual property rights of any third party;

10.3.6. the Platform will be free from defects and perform in all material respects in accordance with the functional specifications set forth in the applicable Documentation;

10.3.7. the Platform shall be free from and shall not introduce into Customer's systems or networks any Malicious Code;

10.3.8. if the Platform contains any open source software, the license terms of such open source software and the Platform will not require any software, technology, or other intellectual property owned or licensed by Customer to



be disclosed or distributed in source code form or licensed for the purpose of making derivative works or redistributable on terms and conditions not agreed upon by Customer; and

10.3.9. it will perform all Professional Services in a timely, professional, and workmanlike manner.

10.4. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES AND OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE PLATFORM AND ALL SERVICES PROVIDED BY SPREEDLY HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND SPREEDLY HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER SPREEDLY NOR SPREEDLY, INC. REPRESENTS OR WARRANTS THAT THE PLATFORM WILL BE RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS.

11. Indemnification.

11.1. Spreedly Indemnification. Spreedly will, at its own expense, defend Customer and its Representatives from and against any and all Claims brought by a third party, and will indemnify and hold Customer harmless from any Losses associated with such third party Claims arising from: (i) an allegation that the Platform (excluding Customer Data) infringes any patent, copyright or trademark of such third party, or misappropriate the trade secret of such third party (each, an "Infringement Claim"); (ii) any "Data Incident" of Customer Data in Spreedly's or its subcontractor's possession or control whether or not caused by Spreedly's breach of the Data Security Policy (as defined in Schedule B attached hereto); or (iii) Spreedly's failure to remain compliant or maintain the Platform in compliance with PCI-DSS or applicable Law.

11.2. Customer Indemnification. Customer will defend Spreedly and Spreedly's subcontractors and personnel from and against any Claims brought by a third party, and Customer will indemnify and hold Spreedly and Spreedly's subcontractors and personnel harmless from any Losses associated with such third party Claims, in each case to the extent the same are based on (i) Customer's violation of applicable Law; and (ii) directly and proximately based on Customer's gross negligence or willful misconduct.

11.3. Indemnification Process. Each Party will promptly notify the other Party in writing of any Claim for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or 11.2. The Party seeking indemnification (the "Indemnitee") will cooperate with the other Party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor will promptly assume control of the defense and investigation of such Claim and will employ counsel of its choice to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor will not enter into any settlement that imposes any liability or obligation on the Indemnitee without the Indemnitee's prior written consent.

11.4. Additional Terms for Infringement Claims.

11.4.1. Spreedly will have no liability or obligation with respect to any Infringement Claim to the extent based upon or arising out of: (A) access to or use of the Platform in combination with any hardware, system, software, network or other materials or service not provided or otherwise approved by Spreedly in the Documentation; or (B) use of the Service in breach of this Agreement.

11.4.2. If the Platform is, or in Spreedly's opinion is likely to be, the subject of an Infringement Claim, or if Customer's use of the Platform is enjoined or threatened to be enjoined, Spreedly may, at Spreedly's option and Spreedly's sole cost and expense: (A) obtain the right for Customer to continue to use the allegedly infringing Platform as contemplated by this Agreement, (B) modify or replace the allegedly infringing Platform to make the Platform (as so modified or replaced) non-infringing, or (C) if Spreedly determine the remedies in clauses (A) and (B) are not commercially reasonable, then Spreedly may terminate the applicable Order Form upon written notice and without any liability to Customer and Spreedly will promptly refund to Customer on a *pro rata* basis the share of any Fees prepaid by Customer for the future portion of the applicable Term that would have remained but for such termination.

11.4.3. THIS SECTION 11 SETS FORTH CUSTOMER'S EXCLUSIVE REMEDIES, AND SPREEDLY'S SOLE OBLIGATION AND LIABILITY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE PLATFORM (INCLUDING CUSTOMER'S USE THEREOF) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Insurance. During the Term, Spreedly will maintain (i) commercial general liability insurance with at least \$1,000,000 per occurrence and (ii) "errors and omission" (tech and cyber coverage) insurance in an amount not less



than \$5,000,000. Upon Customer's request, Spreedly will promptly provide Customer with a certificate of insurance evidencing the same.

13. Limitation of Liability. EXCEPT FOR LOSSES ARISING OUT OF (i) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11 OR (ii) ANY LOSS OR MISUSE OF, OR UNAUTHORIZED ACCESS TO, CUSTOMER'S CONFIDENTIAL INFORMATION, INCLUDING ANY DATA INCIDENT (AS DEFINED IN SCHEDULE B) (COLLECTIVELY, THE "EXCLUDED CLAIMS"), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOSS OF ANTICIPATED SAVINGS, WASTED EXPENDITURE, LOSS OF BUSINESS OPPORTUNITIES, REPUTATION OR GOODWILL, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. EXCEPT FOR THE EXCLUDED CLAIMS, THE TOTAL AND CUMULATIVE LIABILITY OF EACH PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO SPREEDLY BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING SUCH CLAIM UNDER THIS AGREEMENT; PROVIDED THAT IF SUCH CLAIM OCCURS IN THE FIRST YEAR OF THE AGREEMENT, SUCH AMOUNT SHALL EQUAL THE FEES PAYABLE BY CUSTOMER DURING THE FIRST TWELVE (12) MONTH PERIOD OF THIS AGREEMENT. THE TOTAL AND CUMULATIVE LIABILITY OF EACH PARTY ARISING UNDER OR IN CONNECTION WITH ANY LOSS OR MISUSE OF, OR UNAUTHORIZED ACCESS TO, CUSTOMER'S CONFIDENTIAL INFORMATION, INCLUDING ANY DATA INCIDENT, INCLUDING SPREEDLY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11.1(ii) AND 11.1(iii) WILL NOT EXCEED THE GREATER OF: (1) FIVE HUNDRED THOUSAND DOLLARS (\$500,000 USD) OR (2) THREE (3) TIMES THE AMOUNT OF FEES PAID OR PAYABLE TO SPREEDLY BY CUSTOMER UNDER THIS AGREEMENT. THE LIMITS ON LIABILITY IN THIS SECTION 13 WILL NOT APPLY TO THE EXTENT THE LIABILITY IS A DIRECT RESULT OF THE FRAUDULENT, CRIMINAL OR GROSSLY NEGLIGENT OR MORE CULPABLE ACTS OR OMISSIONS OF THAT PARTY, FRAUDULENT REPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE OR ANY MATTER FOR WHICH IT WOULD BE UNLAWFUL FOR THE PARTIES TO EXCLUDE LIABILITY. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement and each Order Form and Statement of Work constitute the entire agreement, and supersede all prior negotiations, understandings or agreements (oral or written), between the Parties regarding the subject matter of this Agreement (and all past dealing or industry custom).

14.2. Amendment, Severability and Waiver. No change, consent or waiver under this Agreement will be effective unless in writing and signed by an authorized representative of the Party against which enforcement is sought. Any delay or failure of either Party to enforce its rights, powers or privileges under this Agreement, at any time or for any period, will not be construed as a waiver of such rights, powers and privileges, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. If any provision of this Agreement is determined to be illegal or unenforceable, 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.

14.3. Governing Law and Venue. This Agreement will be deemed to have been made in and will be governed by and construed in accordance with the laws of, the State of Delaware, without regard to its conflicts of law provisions. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in the State of Delaware, and both Parties consent to the exclusive jurisdiction of such courts with respect to any such action.

14.4. Notices. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder will be in writing and will be delivered by one of the following means, with notice deemed given as indicated in parentheses: (i) by personal delivery (when actually delivered); (ii) by overnight courier (upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices will be addressed to a Party at such Party's address set forth in the Initial Order Form (or such other address as updated by such Party from time-to-time by giving notice to the other Party in the manner set forth in this Section 14.4).

14.5. Assignment. Neither Party may assign, delegate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party; provided that either Party may assign this Agreement in its entirety without the other Party's consent to an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale or otherwise. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the Parties.

14.6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on



any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.7. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

14.8. Force Majeure. Neither Party will be liable for any delays or non-performance of its obligations arising out of actions or decrees of governmental authorities, criminal acts of third parties, epidemics and/or pandemics as designated by governing authorities, earthquakes, flood, and other natural disasters, war, terrorism, acts of God, or fire, or other similar causes not within such Party's reasonable control (each, a "Force Majeure Event"). In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of thirty (30) days or more.

14.9. Equitable Remedies. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2.c (Limitations and Restrictions), Section 5 (Confidentiality) or Section 8 (Intellectual Property Rights) of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

14.10. Conflict in Terms. If there is a conflict between this Agreement and any Order Form or Statement of Work, the terms of this Agreement will control. Nothing in an Order Form or Statement of Work may modify or supersede anything in Sections 2.3 (Limitations and Restrictions), 4.5 (Ownership of Work Product), 8 (Ownership and Intellectual Property Rights), 10 (Representations and Warranties), 11 (Indemnification), 13 (Limitation of Liability), or 14 (Miscellaneous) of this Agreement unless an express cross-reference is made to the relevant provision of this Agreement in the applicable Order Form or Statement of Work and the Parties have expressly agreed in such Order Form or Statement of Work to modify or alter the relevant provision of this Agreement.

14.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signatures on Next Page]



The Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which will be deemed an original.

Spreedly, Inc.

("Spreedly")

DocuSigned by:

A handwritten signature in black ink, appearing to read "Nellie Vail", enclosed within a blue DocuSign signature box.

Authorized Signature

Nellie Vail

Print Name

CFO

Title

12/16/2022

Date

Groups360 LLC

("Customer")

A handwritten signature in black ink, appearing to read "David L. Cheek", written above a horizontal line.

Authorized Signature

A handwritten signature in black ink, appearing to read "David Cheek", written above a horizontal line.

Print Name

A handwritten signature in black ink, appearing to read "CFO", written above a horizontal line.

Title

A handwritten signature in black ink, appearing to read "12/16/22", written above a horizontal line.

Date



SCHEDULE A
ORDER FORM [#]

Spreedly, Inc.

300 Morris Street

Suite 400

Durham, NC 27701

To:

Order Form Issued:

Customer Legal Name:

Offer Valid Until:

Tax ID:

Billing Address:

Sales Rep:

This Order Form is entered into between the entity identified above as "Customer" and Spreedly, Inc. (each a "Party" and collectively, the "Parties") as of the last day it is signed (the "Order Form Effective Date") and is subject to the Agreement (defined below) which is hereby incorporated by reference. For purposes of this Order Form, "Agreement" means that certain Enterprise Services Agreement, dated December 16, 2022, by and between Spreedly, Inc. and Groups360 LLC.

In accordance with Section 14.10 of the Agreement, in the event of any conflict between the terms of the Agreement and this Order Form, the Agreement will govern unless an express cross-reference is made in this Order Form to the relevant conflicting provision of the Agreement and the Parties have expressly agreed herein to modify or alter the referenced conflicting provision of the Agreement. Capitalized terms used but not defined in this Order Form have the meanings set forth in the Agreement or in the Documentation.

1) Order Form Term

2) Platform Fees:

3) API Usage Fees:

4) Account Updater:

5) Payments:

Customer may elect to pay all amounts due under this Agreement either by:

(a) ACH payment or wire transfer to the following account:

Receiver: Webster Bank
ABA/Routing #: 211170101
SWIFT Code: WENAUS31



Beneficiary: 0024760830
Spreedly, Inc.
300 Morris Street, Suite 400
Durham, NC 27701
USA

(b) check delivered to the address specified in the relevant invoice.

SAMPLE ONLY DO NOT SIGN



SCHEDULE B

Data Security Policy

This Data Security Policy describes Spreedly's standard information security controls and is hereby incorporated into and made a part of that certain Enterprise Service Agreement, dated December 16, 2022, by and between the Parties. Any capitalized terms used but not defined herein will have the meaning described in the Agreement. In the event of any conflict between the terms of the Agreement and this Data Security Policy, this Data Security Policy will govern with respect to the security measures in place for Customer Data.

A. Definitions.

A.1. "Data Incident" means any destruction, loss, alteration, unauthorized use or disclosure of, or access to, Customer Data on the Platform or in Spreedly's possession or control. "Data Incidents" exclude unsuccessful attempts or activities that do not affect or compromise the security of Customer Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

A.2. "Security" means Spreedly's technological, physical, administrative and procedural safeguards, including without limitation, policies, procedures, guidelines, practices standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is, in whole or part, to: (a) protect the confidentiality, integrity or availability of Customer Data and the Platform; (b) prevent the unauthorized use of or unauthorized access to the Platform; or (c) prevent a breach or malicious infection of Customer Data.

B. Data Security.

B.1. Security Controls. Spreedly shall develop, use, and maintain industry-accepted technological, physical, administrative, procedural safeguards, methods and products, including without limitation, policies, procedures, guidelines, practices standards, controls, hardware, software, firmware and physical security measures, the function or purpose of which is to: (a) protect the confidentiality, integrity or availability of Customer Data and the Platform; and (b) prevent the unauthorized use of or unauthorized access to the Platform. Spreedly agrees that beginning on the Effective Date of the Agreement, Spreedly will employ and maintain, at a minimum, the security controls listed in Attachment 1 attached hereto and incorporated by reference.

B.2. Data Ownership and Use Limitations. As between Spreedly and Customer, Customer is the owner of any and all Customer Data, including information provided by Customer's clients, customers or users, and Spreedly will have no ownership rights or interest in the Customer Data. Spreedly will use, process and handle Customer Data solely for the purpose of providing services under the Agreement and only per the written instructions of Customer.

B.3. Return of Data. Upon termination of the Agreement for which Spreedly is processing Customer Data, Spreedly will return Customer Data to Customer in accordance with Section 8.2 of the Agreement.

B.4. Data Tokenization. Tokenization is a process by which the primary account number (PAN) is replaced with a surrogate value called a token. Tokenization promotes security and efficiency between the Platform and connected payment gateways. When available, Spreedly may tokenize Customer Data for use within the Platform.

B.5. Third-Party Audit and Compliance. Spreedly shall undergo annual PCI-DSS assessments by a Qualified Security Assessor and annual SOC 2 Type 2 audits performed by an external third-party. Spreedly will provide a copy of its most recent Attestation of Compliance with PCI-DSS and its most recent SOC 2 Type 2 upon Customer's request.

B.6. Use of Subcontractors. Prior to utilizing any subcontractor, vendor, or other third party, Spreedly will conduct a reasonable, documented investigation of such third party to ensure the third party can comply with the privacy, confidentiality and security requirements of Customer Data that are at least as protective of Customer Data as the requirements imposed on Spreedly under this Data Security Policy and the Agreement.

B.7. Additional Controls. Spreedly may update the security controls in Attachment 1 from time to time upon notice to Customer and implement and maintain additional security controls in the event of any material changes to the Platform, available technology or systems, provided that such changes or additional controls will not materially reduce Spreedly's obligations under this Data Security Policy. In the event of any material change (including changes due to a change in applicable Law) which requires a change to all or a significant part of the security controls, services or the Platform, the parties agree to make appropriate adjustments to the terms of the Agreement utilizing the amendment process set forth in Section 14.2 of the Agreement.

C. Data Incident Response.



C.1. Response Actions. In the event of a Data Incident, Spreedly will:

- C.1.1. promptly conduct a reasonable investigation of the reasons for and circumstances of such Data Incident;
- C.1.2. take all reasonably necessary actions to prevent, contain, and mitigate the impact of, such Data Incident, and remediate such Data Incident;
- C.1.3. promptly provide written notice to Customer using the contact information identified in the most recent Order Form without undue delay and in any event within forty-eight (48) hours after Spreedly becomes aware of such Data Incident;
- C.1.4. promptly, and in no event more than two (2) business days after the Spreedly provides notice of a Data Incident provide a written report to Customer providing all relevant details concerning such Data Incident;
- C.1.5. collect and preserve all evidence concerning the discovery, cause, vulnerability, remedial actions and impact related to such Data Incident; and
- C.1.6. document the incident response and remedial actions taken in detail.

C.2. Data Incident Notice. Spreedly hereby authorizes Customer, in Customer's sole and absolute discretion, to provide notice of, and reasonably required information and documents concerning, any Data Incident, to third parties, including without limitations individuals or entities that may have been impacted by the breach.

C.3. Security Contacts. The following individuals will be the primary contacts for purposes of any coordination, communications or notices with respect to this Schedule, or any Data Incident:

Customer Security Contact:	Spreedly Security Contact:
Name: William Hanning	Name: Jennifer Rosario
Telephone: 615-900-4360	Telephone: 888-727-7750
Email: information.security@groups360.com	Email: security@spreedly.com

Each party will promptly notify the other if any of the foregoing contact information changes.

D. Monitoring and Reporting.

D.1. Records; Maintenance. Spreedly will, consistent with PCI-DSS and its security obligations in this Schedule and the Agreement, collect and record information, and maintain logs, planning documents, audit trails, records and reports, concerning its security, its compliance with this Schedule, Laws, Data Incidents, its storage, processing and transmission of Customer Data and the accessing and use of Customer Data on the Platform.

D.2. Customer Assessments. Upon reasonable notice to Spreedly, once per year during the Term, Customer (or any vendor selected by Customer subject to the conditions in this Schedule), may at Customer's sole cost, undertake an assessment and audit of security and Spreedly's compliance with this Schedule. The scope of such assessments and audits will be as mutually agreed between Spreedly and Customer but will not include penetration testing or any assessment that may adversely affect Spreedly's production environment. Upon Customer's request, Spreedly shall provide a high-level summary of the results of its most recent penetration testing. Any such results provided are Spreedly's Confidential Information and subject to the confidentiality obligations of the Agreement.

D.3. Security Coordinator. Spreedly will assign a dedicated account manager that will act as the liaison between Customer and Spreedly to communicate compliance with this Schedule, coordinate Data Incident response and remedial action, and provide notice, reporting and other actions and duties as set forth in the Agreement. Spreedly will ensure that such individual is sufficiently trained, qualified and experienced to be able to fulfill these functions and any other related functions that might reasonably be expected to be carried out under this Schedule.

D.4. Information Requests.

D.4.1. Spreedly will cooperate with Customer in responding to any party, non-party, or government or public authority request or demand made to Customer for information related to the services under the Agreement (including Usage



Data). In the event that such requests are served on Customer, Spreedly will provide Customer with access to such information in the format in which it is maintained in the ordinary course of business (or, on Customer's request, in any format necessary to satisfy such request).

D.4.2. In the event a request or demand by any party, non-party, or government or public authority (in the form of a subpoena, court order or otherwise) is provided to or served on Spreedly for information related to the services under the Agreement (including Customer Data and Usage Data), Spreedly will, unless prohibited by law (in which case Spreedly shall refrain from disclosing any such information pursuant to any such request or demand until Customer has been legally ordered to do so by a court of competent jurisdiction), promptly notify Customer's security contact (as specified in subsection 3.3) in writing by electronic mail.

E. Cooperation and Coordination. Spreedly agrees to reasonably cooperate and coordinate with Customer concerning: (a) Customer's investigation, enforcement, monitoring, document preparation, notification requirements and reporting concerning Data Incidents and Spreedly's and Customer's compliance with Privacy Laws; and (b) any other activities or duties set forth under this Schedule for which cooperation between Customer and Spreedly may be reasonably required.

F. Survival. Spreedly's obligations and Customer's rights in this Schedule will continue as long as Spreedly, or a third party for or on Spreedly's behalf, controls, possesses, stores, transmits or processes Customer Data, including after expiration or termination of the Agreement.


Attachment 1: Specific Security Controls

Security Controls	
Information Security Governance	<p>A comprehensive information security program including a policy written in one or more readily accessible parts that: (1) contains commercially reasonable technical, physical, administrative and procedural controls to provide for the security, confidentiality, integrity and availability of Personal Information and supplier systems; (2) is designed to protect against hazards or threats and unauthorized access, use, or disclosure of Personal Information; (3) controls identified risks; (4) addresses access, retention and transport of Personal Information, and (5) sets forth acceptable use standards.</p> <p>Designate an individual to manage and coordinate its written security policy and who is sufficiently trained, qualified and experienced to be able to fulfill those functions and any other functions that might reasonably be expected to be carried out by the individual as a security manager or officer.</p>
Asset Management	<p>Mechanisms exist to inventory system components that: (1) Accurately reflects the current system; (2) Is at the level of granularity deemed necessary for tracking and reporting; and (3) Includes organization-defined information deemed necessary to achieve effective property accountability.</p> <p>All corporate laptops are full disk encrypted and wiped per industry standards when decommissioned.</p> <p>All infrastructure equipment housing Customer Data resides within certified third-party data centers within AWS. AWS currently uses the techniques detailed in NIST 800-88 ("Guidelines for Media Sanitization") as part of the decommissioning process.</p>
Business Continuity and Disaster Recovery	Plans and regular exercises to address business continuity of key people and processes along with disaster recovery plans for critical technology resiliency.
Change Management	Mechanisms exist to govern the technical configuration change control processes. Prior to implementing changes to the Platform Spreedly will assess the potential impact of such changes on security and determine whether such changes are consistent with existing security. No changes to the Platform or security should be made which increase the risk of a Data Incident or which would cause a breach of the Agreement or Schedule B.
Cloud Security	Mechanisms exist to facilitate the implementation of cloud management controls to ensure cloud instances are secure and in-line with industry practices.



Compliance	Mechanisms exist to facilitate the identification and implementation of relevant legislative statutory, regulatory, and contractual controls.
Configuration Management	Mechanisms exist to develop, document and maintain secure baseline configurations for technology platforms that are consistent with industry-accepted system hardening standards.
Continuous logging and monitoring	Mechanisms exist to ensure that all systems used to store Customer Data are logged, monitored, and reviewed regularly.
Cryptographic Protections	Spreedly will encrypt all sensitive Card Data using appropriate encryption technology wherever it is stored or transmitted. Spreedly will use only strong, public encryption algorithms and reputable cryptographic implementations and will not employ any proprietary cryptography.
Data Classification and Handling	Mechanisms exist to facilitate the implementation of data protection controls to ensure data and assets are categorized in accordance with applicable statutory, regulatory, and contractual requirements.
Endpoint Security	Mechanisms exist to protect the confidentiality, integrity, availability and safety of endpoint devices including but not limited to (1) utilization of anti-malware technologies to detect and eradicate Malicious Code; (2) automatic updates of anti-malware technologies, including signature definitions; (3) ensuring that anti-malware technologies are continuously running in real-time and cannot be disabled or altered by non-privileged users, unless specifically authorized by management on a case-by-case basis for a limited time period; and (4) utilization of host-based firewall software, or a similar technology, on all information systems, where technically feasible.
HR Security	Conduct reasonable background checks of any Spreedly personnel that will have access to Customer Data, including Criminal Record Bureau checks. Mechanisms exist to define acceptable and unacceptable rules of behavior for the use of technologies, including consequences for unacceptable behavior.
Identification and Authentication	<p>Mechanisms exist to (1) provide physical access controls, secure user authentication protocols, secure access control methods, and firewall protection; and (2) prevent terminated supplier personnel from accessing Personal Information and supplier systems by promptly terminating their physical and electronic access to such Personal Information.</p> <p>With respect to supplier systems and Personal Information: (1) maintain secure control over user IDs, passwords and other authentication identifiers; (2) maintain a secure method for selecting and assigning passwords and using authentication technologies such as token devices; (3) restrict access to only active users/accounts; (4) block user access after multiple unsuccessful attempts to login or otherwise gain access; (5) assign unique user identifications plus passwords, which are not vendor supplied default passwords; and (6) require personnel to change passwords at regular intervals and whenever there is any indication of possible system or password compromise, and avoid re-using or cycling old passwords.</p>



	Duties and areas of responsibility of supplier personnel are segregated to reduce opportunities for unauthorized or unintentional modification or misuse of supplier system or Personal Information.
Incident Response	Maintain policies and procedures for detecting, monitoring and responding to actual or reasonably suspected intrusions and Data Incidents, and encouraging reporting actual or reasonably suspected Data Incidents, including: (1) training supplier's personnel with access to Customer Data to recognize actual or potential Data Incidents and to escalate and notify the senior management of the foregoing; (2) mandatory post-incident review of events and actions taken concerning security of Customer Data.
Malicious Code Mitigation Software	Mechanisms exist to (1) implement and maintain software for Spreedly systems that detects, protects against, removes and remedies Malicious Code; (2) run mitigation software on at least a weekly basis; (3) update mitigation software automatically, including without limitation, obtaining and implementing the most currently available virus signatures.
Network Security	Mechanisms exist to monitor and control communications at the external network boundary and at key internal boundaries within the network including but not limited to (1) up-to-date firewalls between supplier system, the Internet (including internal networks connected to the Internet) and other public networks, and internal networks operated by supplier that are not necessary for providing the Platform, Professional Services, Support Services, or other products or services to Customer, which are reasonably designed to maintain the security of Personal Information and supplier system; (2) implementation and management of a secure guest network.
Physical and Environmental Security	<p>Mechanisms exist to provide (1) reasonable restrictions on physical access to Customer Data and the Platform; and (2) physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disaster should be designed and applied.</p> <p>Policies concerning security for the storage, access, transportation and destruction of records and media containing Personal Information outside of business premises.</p>
Privacy	Mechanisms exist to comply with applicable Data Privacy Laws and notices.
Risk Management	Periodic and regular information security risk assessment and monitoring of Spreedly's information security program, security and the Platform, at least annually, including: (1) identifying and assessing reasonably foreseeable internal and external threats and risks to the security, confidentiality, integrity and availability of Personal Information; (2) assessing the likelihood of, and potential damage that can be caused by, identified threats and risks; (3) regularly testing, monitoring and evaluating the sufficiency and effectiveness of security and Data Incident response actions, and documenting same; (4) assessing adequacy of Spreedly



	personnel training concerning, and compliance with, Spreedly's information security program; (5) designing, implementing, adjusting and upgrading Security in order to limit identified threats and risks, and address material changes in technology, business and sensitivity of Customer Data; and (6) assessing whether such information security program is operating in a manner reasonably calculated to prevent unauthorized access or use of Customer Data; and (6) detecting, preventing and responding to attacks, intrusions and other system failures.
Secure Engineering and Architecture	Mechanisms exist to facilitate the implementation of industry-recognized security and privacy practices in the specification, design, development, implementation and modification of systems and services.
Security Awareness and Training	Regular and periodic training of Spreedly personnel concerning: (1) security; (2) implementing Spreedly's information security program; and (3) the importance of Personal Information security.
Technology Development and Acquisition	Spreedly will adhere to industry best practices and standards for Secure Software Development Lifecycle (SSDLC), including all of, but not limited to, the following techniques: (1) Leveraging security guidelines from one or all the following industry best practices and standards – OWASP Top 10, SANS Top 25 and Cloud Security Alliance; (2) Consistently executed secure code reviews and testing either through manual peer review or via a code scanning solution; (3) Protection of test data and content and removal of test data and content before deployment to production; (4) System acceptance testing; and (5) System change control and approvals before deployment to production.
Third Party Management	Mechanisms exist to facilitate the implementation of third-party management controls including but not limited to: (1) reasonable steps and due diligence to select and retain third party suppliers that are capable of maintaining security consistent with Agreement, including Schedule B, and complying with applicable Law; (2) contractually requiring such suppliers to maintain such security; and (3) regularly assessing and monitoring third party suppliers to confirm their compliance with the applicable security required in the Agreement, including Schedule B, and by Law.
Threat Management	Mechanisms exist to implement a threat intelligence program that includes a cross-organization information-sharing capability that can influence the development of the system and security architectures, selection of security solutions, monitoring, threat hunting, response and recovery activities.
Vulnerability and Patch Management	Mechanisms exist to identify and assign a risk ranking to newly discovered security vulnerabilities using reputable outside sources for security vulnerability information including but not limited to (1) software and firmware patching; (2) vulnerability scanning on a recurring basis; and (3) penetration testing conducted by an independent third party twice per year.



SCHEDULE C

The following terms describe Spreedly's support policies for all Spreedly products and services ("Support Services").

SUPPORT OPTIONS

Our Support Services are designed to provide Spreedly customers and partners with world-class customer support from a global team committed to ensuring your success with our solutions.

Every Spreedly customer receives our base Business Support with 24x7 ticket submission and first response. Business Support ensures all customers have answers to product questions and troubleshooting guidance through email and our online ticketing system. All Customers have access to the Spreedly **Help Center and Knowledge Base** and to product **Documentation**; and can enroll for status notifications at the Spreedly **API Status Page**. Spreedly does not guarantee response, resolution, or uptime for the Business Support level.

In addition to our Business Support, three levels of additional support services are available under an annual subscription plan (a "Subscription Support Services Plan").

- **Advanced Support** includes the same services as Business Support and adds annual performance and business reviews and a leadership sponsor to supervise service delivery as well as guaranteed response and resolution times and an uptime SLA.
- **Professional Support** includes the same services as Advanced Support and adds access to our Red Alert escalation system, implementation and project consulting during your onboarding phase, a technical account manager, gateway consultations, bi-annual business reviews, and quarterly performance check-ins.
- **Premium Support** includes our Professional Support and adds critical case notification, shared Slack channel support, a dedicated Strategic Account Manager, monthly check-ins with your account team, executive sponsorship, consulting on implementation, project management and gateway integrations through a technical account manager.

CONTACTING SUPPORT

Contact Spreedly's technical support by emailing **support@spreedly.com** or by submitting a request via our **intake form** at **support.spreedly.com**.

Please include the following information in all support requests:

- The organization name associated with the Spreedly account
- A detailed summary of the issue or question
- Troubleshooting information (if applicable) including:
 - Gateway/Endpoint being used
 - Transaction, Payment Method and/or Gateway Token(s)
 - Link to Spreedly Dashboard
 - Error code received (Transaction Error or HTTP Status Code)
 - Steps to recreate issue
- Priority/Severity Level/Business Impact (see below for Severity Level definitions)

For customers on a Subscription Support Services Plan, critical case notification and phone support contact information will be provided by your technical account manager.

Support for our Partners

If you are a Spreedly Payments Partner and create a ticket on behalf of a customer, please include the customer's organization and email address when creating the ticket.

Support Hours

Spreedly's email support is available 24 hours a day, 7 days of the week, 365 days of the year. We may have reduced staffing during major holidays and we will advise through our **Support Page** if this is the case.



Expanded Support Regions

When submitting a new support ticket, you can optionally provide us more information on your preferred region for support. This helps us assign support staff from your region and means you'll be more likely to receive replies during your selected business hours. If you choose a preferred region, the support hours for your support ticket are as follows for all 7 days of the week:

- Europe, Middle East, Africa (EMEA): 8am-6pm EET Cape Town (UTC+2)
- Americas (AMER): 8am-9pm ET US+Canada (UTC-4)
- Asia Pacific (APAC): 8am-6pm SGT (UTC+8)

SELF HELP RESOURCES

Spreedly customers can take full advantage of our self-help tools available within our [Help Center](#), our [API Status Page](#), and from there you can find [product Documentation](#), [technical Documentation](#), [Knowledge Base](#) articles, and access technical guides.

RESPONSE AND RESOLUTION TIMES

Spreedly is committed to rapid response of each request for support. All requests can be logged with Spreedly 24 hours-per-day, 7 days-per-week, 365 days-per-year via email at support@spreedly.com or via our request [intake form](#) at support.spreedly.com.

Spreedly will use commercially reasonable efforts to promptly respond to each support request. Spreedly will provide continuous efforts (24x7x365) to resolve availability issues with the Transaction Processing Service until a workaround or resolution can be provided or until the incident can be downgraded to a lower priority.

CUSTOMER SATISFACTION

Your satisfaction is important to Spreedly. After your case is resolved we may ask for your feedback via ZenDesk. Our support team regularly reviews responses, monitors customer satisfaction, and may contact customers where opportunities for improvement are identified.

We may also reach out via other mechanisms to inquire about your willingness to recommend Spreedly and our services. We appreciate your responses and value your feedback in helping us to continuously enhance our services.

SUBSCRIPTION SUPPORT LEVEL OBJECTIVES

Subscription Support Services Plans come with guaranteed response and resolution times prioritized by the severity and the selected plan as presented in the following Table 1.

As used below, "Transaction Processing Service" means Spreedly's core API responsible for processing customer's payment transaction requests and does not include any beta features or non-payment transaction Spreedly services such as dashboard reporting.

Table 1

Severity	Definition	Spreedly Acknowledgement Time			Resolution Time		
		Advanced	Professional	Premium	Advanced	Professional	Premium
Level 3 (Low)	Non-critical maintenance, configuration or troubleshooting requests not impacting Transaction Processing Service	Up to 72 hours	Up to 48 hours	Up to 24 hours	Next update	Next update	Next update
Level 2 (Serious)	Transaction Processing Service is severely impaired due to a Spreedly issue	Up to 8 hours	Up to 4 hours	Up to 2 hours	Within 5 days	Within 3 days	Within 24 hours
Level 1 (Critical)	Transaction Processing Service is unavailable due to a Spreedly issue	Up to 2 hours	Up to 1 hours	Up to 30 minutes	Within 2 days	Within 1 days	Within 8 hours



Severity Level Definitions

Customers should indicate a priority when submitting a support ticket based on the severity level of their issue, however, Spreedly may adjust the priority if the request no longer fits the original severity level definition. Spreedly is not responsible for any failure to meet performance standards caused by the misassignment of the priority in a support request. Support tickets submitted without a priority will default to Severity Level 3.

Severity levels are defined as follows:

- **Level 1 (Critical):** Transaction Processing Service is unavailable due to an issue under Spreedly's control and no work around exists.
- **Level 2 (Serious):** Transaction Processing Service is severely impaired due to an issue under Spreedly's control although a workaround may exist.
- **Level 3 (Low):** Non-critical maintenance, configuration or troubleshooting requests not impacting the Transaction Processing Service. Includes product questions, feature requests, bugs, and development issues that require investigation by Spreedly.

Before submitting a support request, please first check the Spreedly [API Status Page](#) to see if the outage has already been reported or if your issue is due to scheduled maintenance.

Support Escalation

Spreedly's support team works to ensure that the appropriate resources are focused to ensure a timely resolution. If you are not satisfied with the progress of your support request, you can request an escalation. Subscription Support Services Plans come with a dedicated escalation path and Spreedly management supervision to oversee support procedures and resource prioritization to solve your support request.

Availability Commitments

Subscription Support Services Plans come with guaranteed service levels and service credits based on the selected support plan as presented in the following Table 2.

Table 2

Uptime Availability Commitment		
Advanced	Professional	Premium
99.90%	99.95%	99.99%

The following conditions will apply to the calculation of uptime availability commitments in Table 2:

- "Availability" means that the services are up and running, accessible by customer and its end users, without interruption or undue delay.
- Any downtime resulting from outages of third-party connections or utilities or other reasons beyond Spreedly's control are excluded.
- Downtime will begin to accrue as soon as the Transaction Processing Service is unavailable to customer and/or its end users and continues until the Transaction Processing Service is restored.
- Spreedly will give no less than 5 business days prior written notice to Customer of all scheduled maintenance. Spreedly will perform scheduled maintenance in such a way that any interruption of the Transaction Processing Service is kept to a minimum and will provide a maintenance window that will not exceed 60 minutes individually or 24 hours in the aggregate in any month.

If Spreedly fails to meet or exceed the applicable service levels for Customer's given Subscription Support Services Plan (a "Service Level Failure"), Spreedly will issue a credit to Customer (each, a "Service Credit") in the following amounts based on the actual Availability during the applicable calendar month and the Customer's selected Subscription Support Services Plan as presented in the following Table 3:



Table 3

Service Credits			
Monthly Availability Percentage			Credit
Advanced	Professional	Premium	
Less than 99.90% but greater than or equal to 99.80%	Less than 99.95% but greater than or equal to 99.90%	Less than 99.99% but greater than or equal to 99.95%	5% of 1/12th of Base Annual Fee
Less than 99.80% but greater than or equal to 99.70%	Less than 99.90% but greater than or equal to 99.80%	Less than 99.95% but greater than or equal to 99.80%	10% of 1/12th of Base Annual Fee
Less than 99.70% but greater than or equal to 99.60%	Less than 99.80% but greater than or equal to 99.70%	Less than 99.80% but greater than or equal to 99.70%	15% of 1/12th of Base Annual Fee
Less than 99.60%	Less than 99.70%	Less than 99.70%	20% of 1/12th of Base Annual Fee

Service Credits may not be redeemed for cash and will be applied to Customer's next applicable payment. The issuance of Service Credits is Spreedly's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

Notwithstanding the foregoing, Spreedly has no obligation to issue any Service Credit unless Customer requests such Service Credit in writing within ten (10) business days of the Service Level Failure.

CUSTOMER RESPONSIBILITIES

Internal Help Desk

Customer must establish and maintain an internal help desk for its customers to act as first-line support. Your first-line support will at a minimum include:

1. a direct response to users with respect to inquiries concerning the performance, functionality or operation of the product,
2. a direct response to users with respect to problems or issues with the product,
3. a diagnosis of problems or issues of the product, and
4. a resolution of known problems or issues with the product with the help of technical knowledge base articles, repositories and experience.

If after reasonable efforts you are unable to diagnose or resolve the product problems or issues, and you have reason to believe the issue originates with Spreedly, please contact Spreedly for technical support by email at support@spreedly.com or via our request [intake form](#) at support.spreedly.com

TECHNICAL LEADS

Customer will establish a technical lead to manage troubleshooting and establish best practices. Your technical leader will be the liaison between Customer and Spreedly for technical support. These persons must have sufficient knowledge of the Spreedly product and your own environment in order to work with Spreedly to analyze and resolve Support Requests. They are responsible for engaging Spreedly technical support and monitoring the resolution of all Support Requests and escalated support issues.

Your technical or project lead should be assigned to monitor and administer your integration with the Spreedly product and should have experience in network and third-party application troubleshooting as well as browser knowledge & debugging skills.



Technical Leads are responsible for checking Spreedly's online resources (e.g. website [product Documentation](#), [technical Documentation](#) and [Knowledge Base](#)) and the Spreedly [Status Page](#) before submitting a Support Request.

PROTECTION OF API KEYS AND CREDENTIALS

Customer must safeguard and protect unauthorized access to API keys and other credentials to access the Spreedly services. Spreedly will not issue credits or refunds for unauthorized use of Spreedly services through Customer's issued API keys or other access credentials including compromises or abuse of Customer's payment flows that subsequently interact with Spreedly services.

PRODUCT AND SUPPORT UPDATES

Updates to Spreedly Services

Spreedly may release Updates to its products and services pursuant to Spreedly's standard release cycle. "Updates" are defined as new releases, the provision of bug fixes, problem determination and error corrections, improvements, enhancements, extensions, revisions, and similar updates to the Spreedly products and services licensed to our customers together with related documentation. Spreedly will provide Updates at no additional charge. Spreedly may make changes to its products and services (including, without limitation, the design, look and feel, functionality, content, material, information) that Spreedly deems necessary or useful to improve the products or services or for any other reason and at any time, provided however Spreedly will not make any changes that will materially adversely affect its features or functionality without prior notice to and a reasonable opportunity to review and/or transition.

Where practical, Spreedly will schedule such Updates during non-business hours. Notice to Customer will be sent via email or posted at the Spreedly [API Status Page](#).

Updates to these Support Policies

Customer understands that these Support Services Terms are subject to change at Spreedly's discretion. In the event these terms are modified, the revised version of the Support Service Terms will be posted to Spreedly's website at www.spreedly.com/support-services-terms. Unless Customer and Spreedly otherwise agree in writing, by using Spreedly's Support Services after such updated terms become effective, Customer hereby consents to comply with the most recent version of these Support Service Terms.



SCHEDULE D

Third Party Vaulting Supported Gateways

Spreedly supports third-party vaulting at the following gateways:

1. Adyen
2. Authorize.Net
3. Bambora Asia-Pacific
4. Barclaycard Smartpay
5. BlueSnap
6. BPoint
7. Braintree
8. BridgePay
9. CardConnect
10. PayFacto (formerly CT-Payment)
11. CyberSource
12. Decidir Plus
13. Diamond Mind
14. DIBS
15. EBANX
16. Elavon
17. Vantiv Express (formerly Element)
18. eWAY Rapid
19. Fat Zebra
20. Payeezy (formerly GGE4)
21. iATS Payments
22. IPG
23. JetPay V2
24. Latitude19
25. Vantiv eCommerce (formerly Litle)
26. Merchant e-Solutions
27. Merchant Partners
28. Milstar
29. MONEI
30. Mundipagg
31. NAB Transact
32. NMI
33. Paysafe (formerly Optimal Payments)
34. PayConex
35. PayJunction
36. PayTrace
37. Payeezy
38. Windcave (formerly Payment Express)
39. Paymentez
40. Paymill
41. Paysafe
42. Paystation
43. Pin Payments
44. QuickPay
45. QuickPay V10
46. Qvalent
47. Rapyd
48. S5
49. Sage Payment Solutions
50. SecurionPay
51. Shift4
52. Stripe
53. Stripe Payment Intents
54. Spreedly Test
55. TransFirst Transaction Express
56. USA ePay
57. WePay
58. WorldPay



SCHEDULE E

DATA PROCESSING AGREEMENT

This Data Processing Agreement (this “**DPA**”) is entered into effective as of December 16, 2022 (the “**Effective Date**”) by and between Groups360 LLC (“**Groups360**” or “**Processor**”) and Spreedly, Inc. (“**Sub-Processor**”) pursuant to which Sub-Processor provides Services to Groups360 that entail the Processing of Personal Data. The Services are described in the Enterprise Service Agreement and applicable Order Form(s) by and between Sub-Processor and Groups360 or any other agreements entered into by the Parties (the “**Agreement**”). Except as expressly stated otherwise in this DPA or the Agreement, to the extent Sub-Processor is processing Personal Data subject to Data Protection Law, this DPA is incorporated into and subject to the terms of the Agreement, and shall be effective and remain in force for the term of the Agreement.

1. Definitions. Capitalized terms not defined herein shall have the meanings ascribed to them under the Agreement. In this DPA, the following terms shall have the following meanings:

“**Business**,” “**Controller**,” “**Data Subject**,” “**International Organisation**,” “**Personal Data Breach**,” “**Processor**,” “**Processing**,” “**Sell**,” “**Service Provider**,” and “**Share**” have the same meaning as in the Data Protection Law in relation to data Processed under the Agreement.

“**Data Protection Law**” shall mean the GDPR, the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (Cal. Civ. Code §§ 1798.100 - 1798.199) (“**CCPA**”), the Virginia Consumer Data Protection Act as of January 1, 2023 (“**VDCPA**”), the Colorado Privacy Act as of July 1, 2023 (“**CPA**”), the Utah Consumer Privacy Act as of December 31, 2023 (“**UCPA**”), Connecticut’s Act Concerning Personal Data Privacy and Online Monitoring as of July 1, 2023 (“**CTDPA**”), and any other applicable laws relating to the protection of Personal Data of Data Subjects located in the United States, European Union, or United Kingdom (all as amended, updated or re-enacted from time to time) as applicable to the Services made available under the Agreement.

“**Documented Instructions**” shall mean Group360’s written instructions specified in the Agreement and this DPA (including with respect to transfers of Personal Data to a Third Country or to an International Organisation), it being understood that “written instructions” includes all requirements and obligations set forth in the Agreement on the part of Processor and as necessary to provide the Services in accordance with its documentation, supplemented or replaced from time to time by individual written instructions made from time to time by an authorized representative of Groups360.

“**GDPR**” means Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“**Personal Data**” means the “personal data” (as defined in the GDPR) that is provided by Groups360 to Processor.

“**Services**” means the products, services, applications, tools and platforms made available or otherwise provided to Groups360 by Processor.

“**Other Processor**” shall mean any processor, service provider, sub-contractor or other party (including any Sub-Processor affiliates) of a Sub-Processor.

“**Supervisory Authority**” means any competent data protection authority under the Data Protection Regulation.

“**Third Country**” shall mean any country other than the country in which the Personal Data is collected. For Personal Data in the European Union, it shall mean a country other than a member state of the European Union.

2. Background and Interpretation.

2.1 Except as expressly stated otherwise in this DPA or the Agreement, in the event of any conflict between the terms of the Agreement and this DPA, the relevant terms of this DPA shall control and take precedence.

2.2 Sub-Processor shall ensure that it has complied with all applicable Data Protection Law with respect to Personal Data that Sub-Processor transmits to or receives from Groups360.



3. Processor and Sub-Processor of Personal Data; Purpose of Processing.

3.1 For the purposes of this DPA and Sub-Processor's Processing of Personal Data in connection with the performance of its obligations under the Agreement, Sub-Processor is the Sub-Processor/Service Provider of the Personal Data and shall not act as a Controller/Business or third party, and Groups360 is the Processor/Service Provider under the Agreement, except with respect to Personal Data of Groups360's personnel in which case Groups360 is a Controller/Business. The Parties agree that the Controller/Business shall be solely responsible for determining the purposes for which and the manner in which Personal Data are processed. Sub-Processor is responsible for compliance with its obligations as a Sub-Processor/Service Provider under applicable Data Protection Law, and for Sub-Processor's decisions and actions concerning the Processing of such Personal Data.

3.2 The nature/purpose of the Processing under this DPA is to enable Sub-Processor to carry out its obligations under the Agreement (which forms the subject matter of the Processing), all in accordance with the Documented Instructions. Where Sub-Processor believes that an instruction of Processor would result in a violation of Data Protection Law, Sub-Processor shall promptly notify Processor thereof and request that Processor withdraw, amend or confirm the relevant instruction. Additional instructions outside the scope of the Documented Instructions (if any) require prior written agreement between Groups360 and Sub-Processor, including agreement on any additional fees payable by Groups360 to Sub-Processor for carrying out such instructions.

4. Details of Processing.

4.1 The subject matter, duration, nature, and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are specified in Appendix 1 attached hereto.

4.2 Sub-Processor shall not:

- 4.2.1 Sell or Share Personal Data;
- 4.2.2 Retain, use or disclose Personal Data for any purpose other than as permitted under Appendix 1, except as required by Data Protection Law;
- 4.2.3 Retain, use, or disclose Personal Data outside the direct business relationship between Sub-Processor and Groups360; or
- 4.2.4 Combine Personal Data that Sub-Processor receives from, or on behalf of Groups360, with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a Data Subject, except to perform the business purpose specified in the Agreement.

5. **Rights of Data Subjects.** Taking into account the nature of the Processing, Sub-Processor shall assist Groups360 by implementing appropriate technical and organizational measures for the fulfillment of Groups360's obligation to respond to requests for exercising of Data Subject rights (including access requests) set out in applicable Data Protection Law.

6. Other Processors.

6.1 Groups360 agrees that Sub-Processor may engage Other Processors to assist in the performance of the Services, including carrying out some of Sub-Processor's Processing obligations under the Agreement. Sub-Processor will provide written notice (which may be via email) of any changes concerning the addition or replacement of its Other Processors. If within thirty (30) days of receipt of such notice, Groups360 notifies Sub-Processor in writing of any reasonable objections to the additional Other Processors, Sub-Processor will work in good faith to make available a commercially reasonable change in the provision of Services which avoids the use of that proposed Other Processor.

6.2 Where Groups360 authorizes an Other Processor as described in Section 6.1, (i) Sub-Processor will enter into a written agreement with the Other Processor and, such Other Processors are required to abide by the same data protection obligations as Processor under this DPA as applicable to their Processing of Personal Data; and (ii) where the Other Processor fails to fulfil its obligations under Data Protection Law, Sub-Processor will remain responsible and liable for the performance of the Other Processor's obligations.

6.3 Group 360 and Sub-Processor acknowledge that the Group 360 may engage a third-party payment gateway service provider and/or a third-party payment processing service provider to facilitate payment transactions in connection with the Agreement ("Third Party Gateway or Payment Service"). Any such Third Party Gateway or Payment Service engaged by Group 360 shall not be deemed an Other Processor of the Sub-Processor for purposes of this



DPA. Accordingly, nothing in this DPA obligates the Sub-Processor to enter into a data protection agreement with such Third Party Gateway or Payment Service or to be responsible or liable for such Third Party Gateway or Payment Provider's acts or omissions.

7. Technical and Organizational Security Measures.

7.1 Each Party shall implement appropriate technical and organizational measures in accordance with the Data Protection Law to ensure a level of security appropriate to the risks that are presented by such Processing, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the likelihood and severity of risk in relation to the rights and freedoms of the Data Subjects, so as to ensure a level of security appropriate to the risk.

7.2 Sub-Processor personnel as well as any Other Processors that may have access to Personal Data are subject to appropriate confidentiality obligations. Sub-Processor shall not disclose Personal Data to any third party, except to Other Processors in accordance with Section 6, unless requested in writing by an authorized representative of Groups360 or required under applicable law. If Sub-Processor is obligated by applicable law to disclose Personal Data to any third party, Sub-Processor shall (to the extent permitted by applicable law) inform Groups360 of such intended disclosure and reasonably cooperate with Groups360 to limit the scope of the disclosure to what is strictly required by applicable law and with such reasonable protective measures in place to protect the confidentiality and integrity of such Personal Data.

8. Personal Data Breach Notification.

8.1 Sub-Processor shall notify Groups360 without undue delay on becoming aware of a Personal Data Breach, such notification to include, taking into account the nature of the Services, information reasonably available to Sub-Processor at the time of such notification, any restrictions on disclosing the information, such as confidentiality, to the extent not available to Groups360 and reasonably required by Groups360 to comply with Groups360's obligations under Data Protection Law.

9. **Cross Border Transfers.** To the extent Sub-Processor's Processing of Personal Data involves a transfer of Personal Data originating from the EU or UK to a Third Country or to an International Organisation located outside of the EU or UK (a "**Cross Border Transfer**"), such transfers shall be subject to (i) with respect to EU personal data, the contractual clauses approved by the European Commission under Commission Implementing Decision (EU) 2021/914 for the transfer of personal data to Third Countries pursuant to the Data Protection Regulation and includes Module Two as the context requires, and (ii) with respect to UK personal data, the International Data Transfer Addendum issued by the UK Information Commissioner in accordance with s.119A of the UK Data Protection Act 2018 (either (i) or (ii) as applicable, the "**Standard Contractual Clauses**"). For the avoidance of doubt, in such case, the Standard Contractual Clauses shall take precedence over this DPA to the extent any terms conflict with each other. In the event of a conflict between the GDPR and the Standard Contractual Clauses or the Standard Contractual Clauses deviate from the applicable party's obligations under the GDPR, the parties acknowledge and agree that they shall comply with the obligations under the GDPR.

10. Audit Rights.

10.1 Groups360 may request information reasonably necessary from Sub-Processor to demonstrate its compliance with this DPA.

10.2 If the information provided pursuant to Section 10.1 is not reasonably sufficient, then Groups360 upon prior written notice may request Sub-Processor to make available to Group360's independent third party auditor, information reasonably necessary to demonstrate compliance with this DPA through an audit. Following receipt of this written notice, the Sub-Processor and Group360 will discuss and agree in advance on the reasonable scope, start date and duration of this audit, as well as any applicable security and confidentiality controls that may be required. Group360 will be responsible for any fees charged by any third-party auditor appointed by them for this audit.

10.3 Sub-Processor shall inform Groups360 if, in its opinion, an instruction pursuant to this Section 10 infringes Data Protection Law.

11. **Return or Deletion of Personal Data.** Upon Group360's request, Sub-Processor shall, upon termination or expiration of the Agreement, return or delete all Personal Data and delete all existing copies of such data unless required by applicable law to keep or store such Personal Data.



12. Inability to Meet Obligations. Sub-Processor shall notify Groups360 if it determines that it can no longer meet the obligations required under applicable Data Protection Law. Groups360 shall have the right to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Data and to ensure that Sub-Processor uses the Personal Data collected pursuant to this DPA in compliance with the CCPA.

13. Governing Law. This DPA shall be governed by and construed in accordance with the choice of law stated in the Agreement, except that any matters involving interpretation of a Data Protection Law or the processing of Personal Data shall be governed by and construed in accordance with the Data Protection Law applicable to the relevant data subject(s) (save that any Standard Contractual Clauses shall be governed by the nominated governing law in accordance with their terms).



Appendix 1
Data Processing Information

Subject matter of processing	<i>The performance of the Services pursuant to the Agreement.</i>
Duration of processing	<i>The duration of the Agreement.</i>
Nature and Purpose of processing, e.g., means of processing	<i>All processing operations required to facilitate provision of software and services to Groups360 in accordance with the Agreement.</i>
Categories of data subjects	<i>Personnel and customers of Groups360</i>
Type of personal data (including special categories of personal data)	<i>With respect to personnel of Groups360's personal details, including information that identifies the data subject such as name, employer, address, e-mail, telephone number, location and other contact details. With respect to customers of Groups360, name, address, e-mail, telephone number, location, and billing and payment details such as bank account and credit or debit card numbers.</i>
Retention period	<i>The duration of the Agreement and 1 year following its termination.</i>
Other Processors	<p><i>Groups360 has authorized the use of the following Other Processors:</i></p> <ol style="list-style-type: none"> <i>1. Auth0,</i> <i>2. Amazon Web Services,</i> <i>3. FiveTran,</i> <i>4. FIS/Global/Vantiv,</i> <i>5. Looker,</i> <i>6. Slack,</i> <i>7. Snowflake, and</i> <i>8. Zendesk.</i>