

Hive Enterprise Terms and Conditions

Effective date: August 31, 2026

These Enterprise Terms and Conditions (this “**Agreement**”), effective as of (i) the date on which you click a button or check a box (or something similar) acknowledging your acceptance of this Agreement or (ii) the date you execute with Hive a Cover Sheet that incorporates this Agreement by reference (the “**Effective Date**”), is by and between TicketLabs Inc., a Delaware corporation with offices located at 165 King St W Unit 202, Kitchener, ON N2G 1A7 (“**Hive**”) and the entity on whose behalf the individual accepting this Agreement accepts this Agreement (“**Customer**”). THIS AGREEMENT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER IN SECTION 7.4 AND AUTOMATIC RENEWAL TERMS IN SECTION 3.

The individual accepting this Agreement hereby represents and warrants that it is duly authorized by the entity on whose behalf it accepts this Agreement to so accept this Agreement. Hive and Customer may be referred herein collectively as the “**Parties**” or individually as a “**Party**.”

The Parties agree as follows:

1. Service Terms

1.1 License Grant. Subject to this Agreement, Hive hereby grants Customer a limited, non-exclusive, revocable (in accordance with the terms and conditions of this Agreement), nonsublicensable and nontransferable right to access and use Hive’s website(s), products, services and applications (collectively, “**Services**”) based on the Services tier that Customer has purchased (which may be further detailed in a Cover Sheet or otherwise through the Services, including any limitations and restrictions set forth in such Cover Sheet or through the Services). This license is for Customer’s internal use only **provided, however**, that service providers (“**Service Providers**”) reasonably necessary to Customer’s use of the Services may access and use the Services on Customer’s behalf subject to this Agreement (including, without limitation, Service Use Guidelines outlined in Section 1.2 below). Customer is responsible for all Service Provider activity in connection with Service Provider’s use or access of the Services on behalf of Customer. Any act or omission by Customer’s Service Providers that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make Service Providers aware of this Agreement’s provisions as applicable to such Service Provider’s use of the Services and shall cause Service Providers to comply with such provisions.

1.2 Service Use Guidelines. Customer shall use the Services solely as contemplated in this Agreement and, except as expressly permitted in this Agreement, shall not license, sublicense, sell, resell, lease, transfer, assign, distribute, time share, rent, loan, disclose, display or otherwise make the Services available to any third party. Customer is responsible for compliance with this Agreement. Customer shall comply with all applicable local, state, provincial, federal and federal laws in using the Services. Customer hereby acknowledges and agrees Customer will not access, use or interact with the Services in a manner that:

a) infringes or violates the intellectual property rights or any other rights of anyone else (including, without limitation, Hive’s intellectual property rights); violates any law or regulation, including, without limitation, any applicable export control laws, privacy laws; jeopardizes the security of Customer’s

Hive user account or anyone else's (such as allowing someone else to log in to the Services as Customer except as expressly permitted by this Agreement); attempts, in any manner, to obtain the password, account, or other security information from any other user; violates the security of any computer network, or cracks any passwords or security encryption codes; runs Maillist, Listserv, any unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "chain letters," "pyramid schemes," or any other form of solicitation, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while Customer is not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure); "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (defined below) through use of manual or automated means; copies or stores any significant portion of the Services or Content without Hive's prior consent and in the case of content generated by the Customer Audience (defined below), consent of the applicable Customer Audience member; adapts, merges, modifies, translates, reverse engineers, decompiles, disassembles, creates derivative works based on the Services or its underlying technology or otherwise attempts to discover any source code or re-identify any anonymized, de-identified, or aggregated personally identifiable information, in each case, except to the extent applicable laws specifically prohibit such restrictions; circumvents any user limits or other use restrictions that are built into the Services; removes any proprietary notices, labels, or marks from the Services or Hive materials;

b) accesses the Services in order to (i) build a competitive product or service or (ii) copy any ideas, features, functions or graphics of the Services; or

c) otherwise fails to comply with this Agreement including, without limitation, Hive's Conduct Rules and Anti-Spam Policy attached hereto as Appendix A and hereby incorporated by reference.

1.3 Third-Party Products. For purposes of this Agreement, "Third-Party Products" shall mean any third-party products or services provided with, integrated with or incorporated into the Services. Hive may from time to time make Third-Party Products available to Customer or Hive may allow for certain Third-Party Products to be integrated with the Services to allow for transmission of Customer Submissions (defined below) to or from such Third-Party Products and the Services. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. Hive is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their responsive providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer shall not install or use such Third-Party Products.

1.4 Communications. For purposes of this Agreement, the "**Customer Audience**" shall mean end users of Customer whose data or information is submitted to or processed by the Services, including without limitation, such end users who have been identified as engaging with Customer across (i) blogs, forums, websites and social media pages which Customer owns or operates or (ii) through those end users' use of or interaction with the Services. Any information or materials displayed, performed or made available on or through the Services, including, without limitation, text, graphics, data, articles, photos, images or illustrations (collectively, "**Content**") publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated. Hive is not responsible for and accepts no liability in relation to communications with the Customer Audience. The identities of end users in the Customer Audience are not verified or vetted by Hive. Hive reserves the right, but has no obligation, to monitor or become involved in disputes between users of the Services.

1.5 Customer Submissions. Customer is solely responsible for any data (which may include personally identifiable information), information, or other material, including, without limitation, any Content that Customer posts, uploads, shares, stores, submits or otherwise provides through the Services in the course of using the Services (collectively, a “**Customer Submissions**”). Customer hereby represents and warrants that (i) all Customer Submissions submitted by Customer are accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations, (ii) Customer has all rights necessary to provide the Customer Submissions as contemplated hereunder, and (iii) Customer shall not provide to Hive, nor cause Hive to be provided with, personally identifiable information from or about individuals under the age of 18 years old, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Customer further acknowledges and agrees that Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Customer Submissions. Hive reserves the right, but has no obligation, to review, flag, filter, modify, refuse or remove any or all Customer Submissions or not publish or otherwise distribute Customer Submissions through the Services which violate this Agreement (including, without limitation, for violation of Hive’s Conduct Rules and Anti-Spam Policy as further described in Appendix A attached hereto) at any time with no liability to Customer or any other person. Customer agrees that Customer will not post, upload, share, store, submit or otherwise provide through Services any Content that fails to comply with this Agreement including, without limitation, Hive’s Conduct Rules and Anti-Spam Policy as further described in Appendix A attached hereto.

1.6 Privacy and Security.

a) Hive and Customer agree that Personal Data (as such term is defined in the DPA) shall be processed in accordance with the data processing addendum attached hereto as Appendix B (“**DPA**”). Hive shall use commercially reasonable efforts to maintain the security and integrity of the Services in accordance with the DPA. Although Hive works to maintain the security of Customer’s account and Customer Submissions (defined below), Customer hereby acknowledges and agrees that no method of transmitting information over the internet is completely secure and Hive cannot and does not make any representation or warranty concerning security of any communication to or from the Services. Customer agrees to (i) safeguard login details provided for access to the Services, (ii) use its best efforts to prevent unauthorized access to or use of the Services arising out of or relating to any acts or omissions which Customer controls and (iii) promptly notify Hive upon becoming aware of any unauthorized access or use of the Services.

b) To the extent Customer provides Hive with Personal Data of individuals based in New Zealand, Customer represents, warrants, and covenants that it will, prior to providing such Personal Data to Hive, ensure that any such individual acknowledges and authorises the provision of their Personal Data to Hive in accordance with Hive’s Privacy Policy, set forth at www.hive.co/privacy. Customer acknowledges and agrees that it must, on request, provide evidence to Hive that it has complied with the obligation set out in this Section 1.6(b) in respect of Personal Data of individuals based in New Zealand.

1.7 Availability and Changes to the Services. Although it is Hive's intention for the Services to be available as much as possible, there will be occasions when the Services may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment. Hive reserves the right to alter, suspend, or discontinue the Services at any time and for any reason or no reason without any liability to Customer provided that, in the event Hive alters, suspends or discontinues the Services in a manner which would have a material adverse impact on the Services provided to Customer (other than in connection with Hive’s termination for Customer’s breach or expiration of this Agreement in the ordinary course of

business), Hive shall notify Customer of any such alteration, suspension or discontinuance and Customer shall have the right to terminate the Agreement upon written notice to Hive within thirty (30) days of receiving such notice. In the event of Customer's termination of this Agreement in accordance with the preceding sentence, Hive shall refund to Customer any prepaid but unused fees. The Services may also be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons; provided that, in the event of unavailability due to scheduled maintenance which would have a material adverse impact on the Services provided to Customer, Hive shall notify Customer of such unavailability. Hive may periodically add or update the information and materials on the Services without notice to the extent that such additions or updates would not adversely impact Customer's use of the Services taken as a whole.

1.8 Professional Services. Hive may provide technical development, consulting and other professional services on request to Customer. Any request for such services shall be provided in writing and the Parties will negotiate and agree a separate agreement to govern such services.

2. PROPRIETARY RIGHTS

2.1 Reservation of Rights. Except for the rights and licenses expressly granted in this Agreement, Customer acknowledges and agrees that Hive owns and retains all right, title and interest (including, without limitation, all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the Services and any materials provided by Hive. Hive grants Customer no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. Customer acknowledges that only Hive shall have the right to maintain, enhance or otherwise modify the Services.

2.2 Ownership and Use of Customer Submissions. As between Hive and Customer, Customer exclusively owns and retains all right, title and interest (including, without limitation, all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to Customer Submissions. Customer acknowledges and agrees that Hive and its subcontractors may (i) internally use and modify Customer Submissions for the purposes of (A) providing the Services, (B) generating Aggregated De-Identified Data (as defined below), and (ii) freely use, retain and make available Aggregated De-Identified Data for Hive's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Hive's products and services). **"Aggregated De-Identified Data"** means data submitted to, collected by, or generated by Hive in connection with Customer's use of the Services, but only in aggregate, anonymized, or de-identified form which can in no way be linked specifically to Customer.

2.3 Suggestions. Customer may provide Hive with comments, suggestions, ideas, enhancement requests, feedback, recommendations or other information or feedback concerning the Services (collectively, "Suggestions"). Customer hereby grants to Hive a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and exploit the Suggestions for any purpose.

3. FEES AND PAYMENT TERMS

3.1 Fees. As applicable, Customer shall pay Hive the fees specified on the Cover Sheet or otherwise provided by Hive to Customer at the time of purchase. Base fees include monthly or annual subscription fees payable for Customer's use of the Services ("**Paid Services**"). In the event that Customer accesses and/or uses the Paid Services in conjunction with an authorized partner of Hive ("**Hive Partner**"), fees for such Paid Services may be governed by a separate written agreement between Hive and such Hive Partner ("**Hive Partner Agreement**") and, in such case, a Hive Partner's payment for the Paid Services on behalf of Customer pursuant to a Hive Partner Agreement shall comply with Customer's obligations with respect to the payment for such Paid Services hereunder. Unless prohibited by applicable law, fees are non-refundable. If Customer exceeds any user or usage limitations set forth on an applicable Cover Sheet, as indicated through the Services or as otherwise detailed by Hive for Customer at the time of purchase, then Hive shall invoice Customer for such additional users or usage at the rates specified by Hive in such prior notice related to user or usage limitations or, if no rates were specified, at Hive's then-current rates for such excess users or usage. Please note that any additional payment terms presented to Customer in the process of using or signing up for Paid Services are deemed part of this Agreement and hereby incorporated by reference.

3.2 Payment Terms. Unless otherwise specified in an applicable Cover Sheet or otherwise through the Services, applicable fees for the Services will be billed on a monthly basis for the upcoming month or on an annual basis for the upcoming year. Hive uses a third-party payment processor (the "**Payment Processor**") to bill Customer through a payment account linked to Customer's account on the Services (Customer's "**Billing Account**") for use of the Paid Services. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Currently, we use Chargebee, Inc. as Hive's Payment Processor. Customer can access Chargebee's Terms of Service at <https://www.chargebee.com/company/terms> and their Privacy Policy at www.chargebee.com/privacy. Hive is not responsible for any error by, or other acts or omissions of, the Payment Processor which are not within Hive's reasonable control. By choosing to use Paid Services, Customer agrees to pay Hive, through the Payment Processor, all charges at the prices then in effect for any use of such Paid Services in accordance with the applicable payment terms, and Customer authorizes Hive, through the Payment Processor, to charge Customer's chosen payment provider (Customer's "**Payment Method**"). Customer agrees to make payment using that selected Payment Method. If within Hive's reasonable control, Hive reserves the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

3.3 Payment Method. The terms of Customer's payment will be based on Customer's Payment Method and may be determined by agreements between Customer and the financial institution, credit card issuer or other provider of Customer's chosen Payment Method. If Hive, through the Payment Processor, does not receive payment from Customer, Customer agrees to pay all amounts due on Customer's Billing Account upon demand.

3.4 Recurring Billing. Some of the Paid Services may consist of an initial period, for which there is a one-time charge, followed by recurring period charges as agreed to by Customer. By choosing a recurring payment plan, Customer acknowledges that such Services have an initial and recurring payment feature and Customer accepts responsibility for all recurring charges prior to cancellation. HIVE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM CUSTOMER, UNTIL CUSTOMER PROVIDES PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY HIVE) THAT CUSTOMER HAS TERMINATED THIS

AUTHORIZATION OR WISHES TO CHANGE CUSTOMER'S PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE HIVE REASONABLY COULD ACT. TO TERMINATE CUSTOMER'S AUTHORIZATION OR CHANGE CUSTOMER'S PAYMENT METHOD, EMAIL SUPPORT@HIVE.CO.

3.5 Current Information Required. CUSTOMER MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR CUSTOMER'S BILLING ACCOUNT. CUSTOMER MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP CUSTOMER'S BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND CUSTOMER MUST PROMPTLY NOTIFY HIVE OR HIVE'S PAYMENT PROCESSOR IF CUSTOMER'S PAYMENT METHOD IS CANCELLED (E.G., FOR LOSS OR THEFT) OR IF CUSTOMER BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY WHICH RELATES TO OR WOULD HAVE AN EFFECT ON CUSTOMER'S HIVE ACCOUNT, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF CUSTOMER'S USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT [ACCOUNT SETTINGS](#). IF CUSTOMER FAILS TO PROVIDE ANY OF THE FOREGOING INFORMATION, CUSTOMER AGREES THAT HIVE MAY CONTINUE CHARGING CUSTOMER FOR ANY USE OF PAID SERVICES UNDER CUSTOMER'S BILLING ACCOUNT UNLESS CUSTOMER HAS TERMINATED CUSTOMER'S PAID SERVICES AS SET FORTH ABOVE.

3.6 Change in Amount Authorized. If the amount to be charged to Customer's Billing Account varies from the amount Customer preauthorized (other than due to the imposition or change in the amount of sales taxes), Customer has the right to receive, and Hive shall provide, notice of the amount to be charged and the date of the charge. Any agreement Customer has with Customer's payment provider will govern Customer's use of Customer's Payment Method.

3.7 Auto-Renewal for Paid Services. Unless otherwise set forth in an applicable Cover Sheet or through the Services, any Paid Services that Customer has signed up for will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional rate, unless either Party notifies the other Party in writing of such party's intention not to renew no later than thirty (30) days prior to the expiration of the then-current subscription term. Customer may opt-out from auto-renewal by emailing support@hive.co. If Customer opts-out from renewal, Customer may use Customer's subscription until the end of Customer's then-current term, and Customer's subscription will not be renewed after Customer's then-current term expires. However, Customer will not be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription term. IF CUSTOMER DOES NOT WANT TO CONTINUE TO BE CHARGED ON A RECURRING MONTHLY OR ANNUAL BASIS, AS APPLICABLE, CUSTOMER MUST NOTIFY HIVE AS SET FORTH IN THIS SECTION 3.7. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, HIVE WILL NOT REFUND ANY FEES THAT CUSTOMER HAS ALREADY PAID.

3.8 Reaffirmation of Authorization. Customer's non-termination or continued use of a Paid Service reaffirms that Hive is authorized to charge Customer's Payment Method for that Paid Service. Hive may submit those charges for payment and Customer will be responsible for such charges. This does not waive Hive's right to seek payment directly from Customer. Customer's charges may be payable in advance, in arrears, per usage, or as otherwise described when Customer initially selected to use the Paid Service.

3.9 Payment of Taxes. All charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any

federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on Customer's net income. Any such taxes that are imposed shall be Customer's sole responsibility.

3.10 Overdue Payments. Any payment not received from Customer by the due date will accrue late charges at the rate of one and one half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is higher, from the date ten (10) days after Hive notifies Customer of its failure to make such payment and Customer fails to make such payment during the foregoing period until the date paid.

3.11 Suspension of Service. If Customer's account is overdue and Customer fails to make such payment within ten (10) days of Hive's notice to Customer and Customer's failure to make such payment during the foregoing period, in addition to any of its other rights or remedies, Hive reserves the right to (i) suspend the Services provided to Customer, until such amounts are paid in full or (ii) terminate the Services and this Agreement.

3.12 Free Trials and Other Promotions. Any free trial or other promotion that provides access to a Paid Service must be used within the specified time of the trial.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence upon the Effective Date, and, unless earlier terminated in accordance herewith, shall last until the expiration of the subscription term indicated on the Cover Sheet or as otherwise indicated via the Services.

4.2 Termination. In the event of a material breach of this Agreement by a Party, the non-breaching Party may terminate this Agreement by providing written notice to the other Party, provided that the other Party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Hive may suspend or limit Customer's access to or use of the Services if (i) Customer's account past due and Customer fails to make such payment within ten (10) days of Hive's notice to Customer and Customer's failure to make such payment during the foregoing period, or (ii) Customer's use of the Services results in (or is reasonably likely to result in) damage to or material degradation of the Services which interferes with Hive's ability to provide access to the Services to other customers; provided that in the case of subsection (ii): (a) Hive shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Hive shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Hive shall reinstate Customer's use of or access to the Services, as applicable, if Customer remediates the issue promptly following receipt of such notice. Any termination of this Agreement by Hive shall be in addition to any and all other rights and remedies that Hive may have.

4.3 Survival. The following Sections shall survive the termination or expiration of this Agreement for any reason and will continue in full force and effect subsequent to and notwithstanding such

termination, until such provisions are satisfied or by their nature expire: **Section 2** (Proprietary Rights), **Section 5.2** (Disclaimer), **Section 6** (Liability Terms), **Section 7** (General Provisions), this sentence, all terms related to payment (until payments have been made in full) and any other terms herein which expressly state that such terms will survive or which by their nature are required to survive to give effect to the surviving terms stated to survive.

4.4 Effect of Termination. Upon termination of this Agreement, the Services and Customer's right to access and use the Services will immediately terminate. Customer Submissions and all other data (including, without limitation, analytics on the Customer Audience) will no longer be accessible through Customer's account and the Customer Audience will not be able to navigate to Customer's username and view Customer Submissions. However, some Customer Submissions may persist and appear within the Services (e.g., if Customer Submissions have been re-shared by others).

5. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

5.1 Representations and Warranties by Each Party. Each Party represents, warrants to the other Party that: (i) it is a corporation, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite power and authority and approvals to enter into, execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties; and (iv) it will perform its duties and obligations hereunder in a careful, diligent, professional, proper, efficient and business-like manner.

5.2 Disclaimer. FOR CLARITY, NOTHING IN THIS SECTION 5.2 IS INTENDED TO DISCLAIM ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHICH CANNOT BE DISCLAIMED IN ACCORDANCE WITH APPLICABLE LAW. EXCEPT AS SPECIFICALLY SET OUT IN THIS SECTION 5 OR AS OTHERWISE PROHIBITED BY APPLICABLE LAW, THE INFORMATION, MATERIALS AND SERVICES ARE PROVIDED AS IS, WITHOUT ANY REPRESENTATION AND ITS LICENSORS AND/OR SUPPLIERS MAKE NO OTHER REPRESENTATIONS AND GIVE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING THE SERVICES OR ANY DELIVERABLES PROVIDED UNDER THIS AGREEMENT AND HIVE SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY REPRESENTATIONS AND/OR WARRANTIES AGAINST NON-INFRINGEMENT AND ANY AND ALL IMPLIED REPRESENTATIONS AND/OR WARRANTIES OF MERCHANTABILITY, DURABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SPECIFICALLY, BUT WITHOUT LIMITATION, EXCEPT AS SPECIFICALLY SET OUT IN THIS SECTION 5 OR AS OTHERWISE PROHIBITED BY APPLICABLE LAW, HIVE DOES NOT REPRESENT, WARRANT OR OFFER ANY CONDITIONS THAT: (I) THE INFORMATION OR MATERIALS ON THE WEBSITE ARE CORRECT, ACCURATE, RELIABLE OR COMPLETE OTHER THAN WITH RESPECT TO INFORMATION OR MATERIALS EXPRESSLY INCORPORATED BY REFERENCE IN THIS AGREEMENT; (II) THE FUNCTIONS CONTAINED ON THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) DEFECTS WILL BE CORRECTED, OR (IV) THIS WEBSITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HIVE ALSO DOES NOT WARRANT, ENDORSE, GUARANTEE, PROVIDE ANY CONDITIONS OR REPRESENTATIONS, OR ASSUME ANY RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY ANY THIRD PARTY THROUGH THE WEBSITE OR IN RESPECT TO ANY WEBSITE THAT CAN BE REACHED FROM A LINK ON THE WEBSITE OR FEATURED IN ANY BANNER OR OTHER

ADVERTISING ON THE WEBSITE, AND HIVE SHALL NOT BE A PARTY TO ANY TRANSACTION THAT CUSTOMER MAY ENTER INTO WITH ANY SUCH THIRD PARTY. HIVE MAKES NO GUARANTEE OF ANY RESULTS FROM USE OR RELIANCE ON ANY ANALYTICS GENERATED THROUGH THE SERVICES.

6. LIABILITY TERMS

6.1 **Hive Indemnification.**

a) Hive shall indemnify, defend, and hold harmless Customer, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") finally awarded against Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer: (i) alleging that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) which would not have occurred but for Hive's gross negligence, willful misconduct or fraud in connection with this Agreement.

b) If a claim is made or appears possible pursuant to Section 6.1(a)(i), Customer agrees to permit Hive, at Hive's sole discretion: to (i) modify or replace the Services, or component or part thereof, to make it non-infringing; or (ii) obtain the right for Customer to continue use. If Hive determines that neither alternative is reasonably commercially available, Hive may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer provided that Hive refund to Customer any prepaid but unused fees.

c) This Section [6.1](#) will not apply to the extent that the alleged infringement arises from: (i) use of the Services in violation of this Agreement or in combination with data, software, hardware, equipment, or technology not provided by Hive or authorized by Hive in writing; (ii) modifications to the Services not made by Company; (iii) Customer Submissions; or (iv) Third-Party Products.

6.2 Customer Indemnification. Customer shall indemnify, defend and hold harmless Hive, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from and against any Losses, fines, and/or penalties resulting from any Third-Party Claim alleging that the Customer Submission, or any use of the Customer Submission in accordance with this Agreement: (i) infringes or misappropriates such third party's intellectual property or other rights; (ii) which would not have occurred but for Customer's gross negligence, willful misconduct or fraud in connection with this Agreement; or (iii) use of the Services in breach of this Agreement.

6.3 Indemnification Procedure. Each party's indemnification obligations hereunder (acting as an "Indemnitor") shall be conditioned upon the party claiming indemnification (acting as an "Indemnitee") providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (ii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense).

6.4 LIMITATIONS OF LIABILITY. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, CUSTOMER'S BREACH OF SECTION 1.2 OR A PARTY'S GROSS NEGLIGENCE,

WILLFUL MISCONDUCT OR FRAUD IN CONNECTION WITH THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; OR (II) DIRECT DAMAGES EXCEEDING (IN THE AGGREGATE) THE TOTAL AMOUNTS PAID TO HIVE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

7. GENERAL PROVISIONS

7.1 Publicity. Upon Customer's prior written consent, Customer hereby grants Hive a royalty-free non-exclusive, right to Customer's name and logo, and mutually agreed upon screenshots and any intellectual property rights (including, without limitation, trademarks) contained therein, for inclusion in Hive's list of brands and related-marketing purposes. No other use of either Party's name or logo, any other trademark or trade-name of such Party is permitted without the other Party's express prior written consent.

7.2 Assignment. This Agreement shall not be assigned or transferred by either party, whether voluntarily or involuntarily or by operation of law, in whole or in part, without the prior written consent of the other party and any such attempted assignment shall be null and void and treated as a material breach of this Agreement. Notwithstanding the foregoing, Hive may freely assign this Agreement, in its entirety, without the prior written consent of Customer in connection with a merger, acquisition, corporate reorganization or a sale of all or substantially all assets to which this Agreement relates.

7.3 Waiver. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as a waiver of any such right, power or remedy.

7.4 Arbitration Agreement; Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT AFFECTS CUSTOMER'S RIGHTS. BY AGREEING TO MANDATORY, BINDING ARBITRATION, CUSTOMER WAIVES ITS RIGHTS TO LITIGATE DISPUTES THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE ITS CASE. This Agreement shall be governed by, and construed in accordance with, the laws of New Castle County, Delaware without regards to the conflicts of law principles thereof. Customer expressly agrees that if it dispute the validity or enforceability of the individual arbitration provision or class action waiver in this Agreement, Customer shall bring such dispute in the courts of New Castle County, Delaware, and Customer expressly consents and agree to submit to the exclusive personal jurisdiction and venue of such courts. Notwithstanding any of the foregoing, nothing in this Agreement precludes either party from bringing issues to the attention of federal, state or local government agencies or from seeking public injunctive relief in court where that right cannot be waived under applicable law.

a) Arbitration Rules: Applicability of Arbitration Agreement. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement arising out of or relating to the subject matter of this Agreement directly through good-faith negotiations, which shall be a precondition to either party initiating arbitration. If such negotiations do not resolve the dispute, it shall be finally settled by binding arbitration in New Castle County, Delaware. The arbitration will be administered in the English

language by the American Arbitration Association (the “**AAA**”) under the Consumer Arbitration Rules (the “**Rules**”) (available from the AAA at www.adr.org) then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of AAA arbitrators in accordance with such Rules. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

b) Costs of Arbitration. The Rules will govern payment of all arbitration fees. Hive will pay all arbitration fees for claims less than seventy-five thousand (\$75,000) dollars. Hive will not seek its attorneys’ fees and costs in arbitration unless the arbitrator determines that Customer’s claim is frivolous.

c) Small Claims Court; Infringement. Either Customer or Hive may assert claims, if they qualify, in small claims court in New Castle County, Delaware or any United States county where Customer operates. Furthermore, notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction, to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights.

d) Waiver of Jury Trial. CUSTOMER AND HIVE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. Customer and Hive are instead choosing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between Customer and Hive over whether to vacate or enforce an arbitration award, CUSTOMER AND HIVE WAIVES ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER. If however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Customer nor Hive is entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in (g) below.

f) Opt-Out. Customer has the right to opt out of the provisions of this Section by sending written notice of Customer’s decision to opt out to the following address: 165 King Street West, Unit 202 Kitchener, ON N2G 1A7 Canada postmarked within thirty (30) days of first accepting this Agreement. Customer must include (i) its legal entity name and principal business address, (ii) the email address and/or telephone number associated with Customer’s account, and (iii) a clear statement that Customer wants to opt out of this Agreement’s arbitration agreement.

g) Exclusive Venue. If Customer send the opt-out notice in (f), and/or in any circumstances where the foregoing arbitration agreement permits either Customer or Hive to litigate any dispute arising out of or relating to the subject matter of this Agreement in court, then the foregoing arbitration agreement will not apply to either party, and both Customer and Hive agree that any judicial proceeding (other than small claims actions) will be brought in the state or federal courts located in, respectively, New Castle County, Delaware, or the federal district in which that county falls.

h) Severability. If the prohibition against class actions and other claims brought on behalf of third

parties contained above is found to be unenforceable, then all of the preceding language in this arbitration agreement section will be null and void. This arbitration agreement will survive the termination of Customer's relationship with Hive.

7.5 Notices. Except as otherwise provided in this Agreement, all notices, demands or consents required or permitted under this Agreement shall be in writing and delivered to Customer (i) at the addresses provided on the Cover Sheet or otherwise specified through the Services; (ii) through the Services; or (iii) via a notice placed on Hive's website located at www.hive.co. Notice shall be considered delivered and effective when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by e-mail or a notice placed on Hive's website; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

7.6 Independent Contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

7.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

7.8 Force Majeure. Neither Party shall be liable for any failure or delay to perform its obligations hereunder where such failure results from any cause beyond such Party's reasonable control, including, without limitation, to the elements; fire; flood; severe weather; acts of God and the public enemy; earthquakes; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; internet failure; acts of war; acts of terrorism; riots; civil or public disturbances; communication failures; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgements of courts (collectively, a "**Force Majeure Event**"). If either Party's performance is prevented by a Force Majeure Event for a period of more than thirty (30) calendar days, the other Party may terminate this Agreement without further obligation or liability, subject to any payment amounts due and payable immediately prior to the commencement of such Force Majeure Event and, in the event of Customer's termination in accordance with this sentence for a Force Majeure Event experienced by Hive, Hive's refund to Customer of any prepaid but unused fees.

7.9 No Third Party Beneficiaries; Enurement. There are no third party beneficiaries to this Agreement. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7.10 Complete Understanding. This Agreement, including all Appendices and external documents referenced herein constitutes the final, complete and exclusive agreement between the Parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, proposal or representation (whether written or oral) concerning its subject matter. To the extent of any conflict between the Cover Sheet of this this Agreement and the body of this Agreement, the terms of the Cover Sheet shall prevail.

7.11 Updates to Agreement. Changes to this Agreement, including Hive's Conduct Rules and Anti-Spam Policy attached hereto as Appendix A and the DPA attached hereto as Appendix B, may be made by Hive at any time on provision of reasonable prior notice (in accordance with Section 7.5

of this Agreement) to Customer before such changes will take effect. Customer's continued use of the Services in any way means that Customer agrees to any changes to this Agreement. If Customer does not agree to any changes, Customer will have the right to object to Hive by written notice before such changes go into effect, in which case the terms of this existing Agreement will continue to apply for the term of this Agreement, except to the extent that any such prior terms are prohibited by applicable law and, in such event, the terms of the updated Agreement and Section 7.7 shall apply.

APPENDIX A

CONDUCT RULES AND ANTI-SPAM POLICY

1. PROHIBITED CONTENT AND CONDUCT

Customer is solely responsible for any information that Customer creates, transmits or provides using the Services (including, without limitation, Customer Submissions). Customer hereby represents and warrants that Customer will only publish content which is appropriate and does not breach the terms set out in the Agreement or this Appendix A.

In using the Services, Customer hereby acknowledges and agrees that Customer will not (or permit any other person to) upload, post, email, transmit or otherwise make available on or through the Services anything that:

(a) contains any material that is dangerous, fraudulent, unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law or is otherwise objectionable;

(b) contains any falsehoods or misrepresentations or create an impression that Customer knows is incorrect, misleading or deceptive;

(c) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Services or that of any users or visitors to the Services or that compromises a Customer Audience member's privacy;

(d) impersonates any person or entity or misrepresent their affiliation with a person or entity or;

(e) collects or stores personal information about the Customer Audience or viewers except for information shared with Customer directly by members of the Customer Audience or made available to Customer as part of the Services.

2. ANTI_SPAM POLICY

2.1 Spamming Activities. Customer's use of the Services is subject to this anti-spam policy ("Anti-Spam Policy"). Hive has adopted a zero tolerance stance against the sending of unsolicited commercial electronic messages, which strictly prohibits any involvement in unsolicited commercial electronic message campaigns. Hive has adopted the same definition and interpretation of commercial electronic messages as that recognized by Canada's Anti-Spam Legislation ("CASL") and its accompanying regulations. Customer hereby acknowledges, warrants and agrees to comply with the following Anti-Spam Policy:

a. Customer will not engage in sending any unsolicited commercial electronic messages in Customer's use of Hive's Services; and

b. As between Customer and Hive, Customer, not Hive, is the sender or originator of any message to the Customer Audience, and Customer is therefore solely responsible for Customer's commercial electronic message activities using Hive's Services.

2.2 Consents.

- a.** Customer hereby represents and warrants that Customer will either have obtained implied consent or opt-in expressed consent, pursuant to applicable anti-spam laws, or meet the requirements to be exempt from the required consent to send commercial electronic messages to any person who has signed up to use Hive's Services; and
- b.** Hive may request at any time that Customer provide positive, verifiable proof that all recipients of commercial electronic messages whom Customer contacted after obtaining their contact information through Hive's Services have agreed to receive commercial electronic messages from Customer.

2.3 Identifying Information. Customer warrants that all commercial electronic messages sent to any person who is a user of the Services will contain the identifying information required by applicable laws.

2.4 Unsubscribe Mechanism.

- a.** Customer warrants that all commercial electronic messages sent to any Customer Audience member through Hive's Services will contain an opt-out unsubscribe mechanism or a method for the recipient to indicate that he/she no longer wishes to receive subsequent commercial electronic messages and has withdrawn his/her consent;
- b.** Customer warrants that Customer will record the opt-out requests in a database and will not contact any persons requesting opt-outs in subsequent commercial electronic message campaigns, whether said campaigns are sent via Hive's Services or not;
- c.** Customer's use of Hive's Services will comply with all relevant Canadian, foreign or international anti-spam related laws (as applicable) or regulations prohibiting or discouraging unsolicited commercial electronic messages; and
- d.** Customer acknowledges that compliance with this Anti-Spam Policy does not imply compliance with all applicable laws and it is Customer's obligation to ensure that Customer is aware of and compliant with all applicable laws, rules and regulations for the jurisdictions in which end users to whom Customer sends messages are based.

2.5 Hive's Role. Hive cannot and does not, monitor, censor or edit the contents of email messages sent using Hive's Services. Customer's users are solely responsible for the contents of their commercial electronic messages and the consequences of any such commercial electronic messages. Hive does not assume any responsibility or liability for messages or other content that is created by Hive's client users. If Customer engages in any unlawful spamming activity, Hive will report such conduct to the appropriate legal authorities and turn over any and all information, including personally identifiable information, to the appropriate law enforcement agents or entities. Hive will co-operate with legal authorities in releasing names and IP addresses of client users involved in the sending of unsolicited commercial electronic message campaigns. In the event of a complaint or investigation, Hive reserves the right to review Customer's usage of any information acquired through Hive's Services to send commercial electronic messages. Hive reserves the right to warn Customer or suspend or terminate Customer's account(s) and Customer's use of Hive's Services, without notice, if Hive believes Customer's activities are not in compliance with this Anti-Spam Policy. Hive will suspend or terminate the account of anyone determined by us to have used Hive's Services in

connection with any unsolicited commercial electronic message or otherwise breached this Agreement. Please be advised that Hive may, in its sole discretion, also terminate Customer's account if Customer's mailings result in high bounce rates or if Hive receives complaints of unsolicited commercial electronic messages against Customer.

This Anti-Spam Policy may change at any time and it is Customer's responsibility to keep up-to-date with any changes and comply with this policy. Hive's failure to enforce any provision of this Anti-Spam Policy does not constitute a waiver of that provision or Hive's rights.

APPENDIX B

Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements the Enterprise Terms and Conditions (the “Agreement”) entered into by and between TicketLabs Inc. (“Company”) and the customer entity that is party to the Agreement (“Customer” and collectively with Company, the “Parties”) which is hereby incorporated by reference. Company may update this DPA from time to time, and Company will provide Customer with reasonable prior notice of any such updates in accordance with the Agreement. Any capitalized but undefined terms in this DPA shall have the meaning set forth in the Agreement.

• **Definitions**

- “Authorized Subprocessor” means a third-party entity engaged by Company to process Personal Data in order to provide the Services and that has been approved by Customer in accordance with Section 6.
- “Company Account Data” means personal data that relates to Company’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account, billing information of individuals that Customer has associated with its account or the Services in connection with Customer’s account.
- “Company Usage Data” means Service usage data collected and processed by Company in connection with the provision of the Services, including without limitation data used to identify the source and destination of a communication, activity logs, and similar data.
- “Data Privacy Framework” means, as applicable, EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and/or the Swiss-U.S. Data Privacy Framework.
- “Data Subject” means a natural person whose Personal Data is protected by Privacy Laws. For the avoidance of doubt, “Data Subject” includes the term “Consumer” under Privacy Laws.
- “Data Subject Request” means a request from a Data Subject to exercise their rights over Personal Data afforded pursuant to Privacy Laws.
- “EU SCCs” means standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021, for transfers of personal data to countries not otherwise recognized as offering an adequate level of protection for personal data by the European Commission (as amended and updated from time to time), as modified by Section 9 of this DPA.
- “ex-EEA Transfer” means the transfer of Personal Data subject to the GDPR from the European Economic Area (the “EEA”), to a country where the transfer is not governed by an adequacy decision made by the European Commission in accordance with the relevant provisions of the GDPR.
- “ex-UK Transfer” means the transfer of Personal Data subject to Chapter V of the UK GDPR from outside the United Kingdom (the “UK”) where such transfer is not governed by an adequacy decision made by the Secretary of State in accordance with the relevant provisions of the UK GDPR and the Data Protection Act 2018.
- “Personal Data” means any information that constitutes “personal data,” “personal information,” or equivalent term under Privacy Laws processed by Company as a Processor to Customer.
- “Privacy Laws” means any applicable laws and regulations in any relevant jurisdiction relating to the processing of Personal Data including, each to the extent applicable (i) the General Data Protection Regulation (Regulation (EU) 2016/679) (“EU GDPR”) and the EU GDPR as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) (together, collectively, the “GDPR”), (ii) the Swiss Federal Act on Data Protection, (iii) the UK Data Protection Act 2018, (iv) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (v) U.S. state comprehensive privacy laws, such as the California Consumer Privacy Act, as amended by the California Privacy Rights Act of 2020 (the “CCPA”); in each case, as updated, amended or replaced from time to time. The terms “affiliates,” “business purpose,” “Controller,” “Personal Data Breach,” “Processor,” “process” or “processing,” “sell,” “share,” or “supervisory authority,” shall have the meanings set forth for those or equivalent terms under Privacy Laws. For the avoidance of doubt, the terms “Controller” and “Processor” include “Business” and “Service Provider,” respectively, as defined in the CCPA.

- **“Standard Contractual Clauses”** means, as applicable, the EU SCCs and the UK SCCs.
- **“UK Addendum”** means the template International Data Transfer Addendum issued by the Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (as may be amended from time to time), as completed by Exhibit D.
- **“UK SCCs”** means the EU SCCs, as amended by the UK Addendum.
- **Role of the Parties; Description of Processing.**
 - Except as expressly set forth in this DPA or the Agreement, with respect to Personal Data, Customer is the Controller and Company is a Processor, or to the extent Customer is a Processor to a third-party Controller, Company is a subprocessor.
 - Company shall process Personal Data only (i) for purposes set forth in the Agreement, (ii) in a manner consistent with the documented instructions provided by Customer, which shall include the Agreement and this DPA, and (iii) as required by Privacy Laws or a supervisory authority; in such case, Company shall inform Customer of that legal requirement before processing to the extent legally permitted. The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects involved, are described in Exhibit A to this DPA.
- **Compliance with Privacy Laws.** Customer shall, in its use of the Services, at all times process Personal Data, and provide instructions for the processing of Personal Data, in compliance with Privacy Laws. Customer shall ensure that the processing of Personal Data in accordance with Customer’s instructions will not cause Company to be in breach of the Privacy Laws. Customer is solely responsible for the accuracy, quality, and legality of (i) the Personal Data provided to Company by or on behalf of Customer, (ii) the means by which Customer acquired any such Personal Data, and (iii) the instructions it provides to Company regarding the processing of such Personal Data. Customer shall not provide or make available to Company any Personal Data in violation of the Agreement or otherwise inappropriate for the nature of the Services, and shall indemnify Company from all claims and losses in connection therewith. Company shall immediately notify Customer if an instruction, in Company’s opinion, infringes Privacy Laws or instruction of a supervisory authority.
- **Use of Personal Data.** Company shall not: (i) sell or share Personal Data; (ii) retain, use, or disclose Personal Data outside of Company’s direct business relationship with Customer or for any purpose other than for a business purpose under the CCPA on behalf of Customer or as necessary to perform the Services for Customer pursuant to the Agreement, except as otherwise permitted in Agreement or by Privacy Laws; and (iii) combine Personal Data received from, or on behalf of, Customer with Personal Data that it receives from, or on behalf of, another party or person, except as necessary to provide the Services or as otherwise instructed by Customer.
- **Audit.**
 - Company shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA. Upon Customer’s written request at reasonable intervals, and subject to reasonable confidentiality controls, Company shall, either (i) make available for Customer’s review copies of certifications or reports demonstrating Company’s compliance with prevailing data security standards applicable to the processing of Personal Data, or (ii) if the provision of reports or certifications pursuant to (i) is not reasonably sufficient under Privacy Laws, allow Customer’s independent third party representative to conduct an audit or inspection of Company’s data security infrastructure and procedures that is sufficient to demonstrate Company’s compliance with its obligations under Privacy Laws, *provided that* (a) Customer provides reasonable prior written notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Company’s business; (b) such audit shall only be performed during business hours and occur no more than once per calendar year; and (c) such audit shall be restricted to data relevant to Customer. Customer shall be responsible for the costs of any such audits or inspections, including without limitation a reimbursement to Company for any time expended for on-site audits. If Customer and Company have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), the parties agree that the audits described in Clause 8.9 of the EU SCCs shall be carried out in accordance with this Section 5.2.
- **Authorized Subprocessors.**
 - Customer acknowledges and agrees that Company may (1) engage its affiliates as well as the Authorized Subprocessors listed in Exhibit B to this DPA to access and process Personal Data in connection with

the Services and (2) from time to time engage additional third parties for the purpose of providing the Services, including without limitation the processing of Personal Data pursuant to Section 6.2. By way of this DPA, Customer provides general written authorization to Company to engage subprocessors as necessary to perform the Services.

- A list of Company's current Authorized Subprocessors (the "List") will be made available to Customer, either attached hereto, at a link provided to Customer, via email or through another means made available to Customer. Such List may be updated by Company from time to time. Company may provide a mechanism to subscribe to notifications of new Authorized Subprocessors and Customer agrees to subscribe to such notifications where available. At least ten (10) days before enabling any third party other than existing Authorized Subprocessors to access or participate in the processing of Personal Data, Company will add such third party to the List and notify Customer via email. Customer may object to such an engagement by informing Company within ten (10) days of receipt of the aforementioned notice to Customer, provided such objection is in writing and based on reasonable grounds relating to data protection. If Customer does not object during this period, that third party will be deemed an Authorized Subprocessor. Customer acknowledges that certain subprocessors are essential to providing the Services and that objecting to the use of a subprocessor may prevent Company from offering the Services to Customer.

- If Customer reasonably objects to an engagement in accordance with Section 6.2, and Company cannot provide a commercially reasonable alternative within a reasonable period of time, Customer may discontinue the use of the affected Service by providing written notice to Company. Discontinuation shall not relieve Customer of any fees owed to Company under the Agreement.

- Company will enter into a written agreement with the Authorized Subprocessor imposing on the Authorized Subprocessor data protection obligations comparable to those imposed on Company under this DPA with respect to the protection of Personal Data. In case an Authorized Subprocessor fails to fulfill its data protection obligations under such written agreement with Company, Company will remain liable to Customer for the performance of the Authorized Subprocessor's obligations under such agreement.

- If Customer and Company have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), (i) the above authorizations will constitute Customer's prior written consent to the subcontracting by Company of the processing of Personal Data if such consent is required under the Standard Contractual Clauses, and (ii) the parties agree that the copies of the agreements with Authorized Subprocessors that must be provided by Company to Customer pursuant to Clause 9(c) of the EU SCCs may have commercial information, or information unrelated to the Standard Contractual Clauses or their equivalent, removed by Company beforehand, and that such copies will be provided by Company only upon request by Customer.

- **Confidentiality; Security of Personal Data.**

- Company shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Company's confidentiality obligations in the Agreement. Customer agrees that Company may disclose Personal Data to its advisers, auditors or other third parties as reasonably required in connection with the performance of its obligations under this DPA, the Agreement, or the provision of Services to Customer.

- Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data, as described in Exhibit C.

- **Personal Data Breach.**

- In the event of a Personal Data Breach, Company shall, without undue delay, inform Customer of the Personal Data Breach and take such steps as Company in its sole discretion deems necessary and reasonable to remediate such Personal Data Breach, to the extent that remediation is within Company's reasonable control.

- In the event of a Personal Data Breach, Company shall, taking into account the nature of the processing and the information available to Company, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under Privacy Laws with respect to notifying (i) the relevant supervisory authority or regulatory agency and (ii) Data Subjects affected by such Personal Data Breach without undue delay.

- The obligations described in Sections 8.1 and 8.2 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer. Company's obligation to report or respond to a Personal Data Breach under Sections 8.1 and 8.2 will not be construed as an acknowledgement by Company of any fault or liability with respect to the Personal Data Breach.

- **Transfers of Personal Data.**

- The parties agree that Company may transfer Personal Data processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services. Customer acknowledges that Company's primary processing operations take place in the United States and Canada, and that the transfer of Personal Data to the United States and Canada is necessary for the provision of the Services to Customer. If Company transfers Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Company will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with Privacy Laws.

- Ex-EEA Transfers. The Parties agree that ex-EEA Transfers shall either be made pursuant to (i) the Data Privacy Framework to the extent the recipient of the ex-EEA Transfer is certified accordingly, or (ii) the EU SCCs, which are deemed entered into (and incorporated into this herein by reference) and completed as follows:

- Module One (Controller to Controller) of the EU SCCs applies when Company is processing Personal Data as a controller pursuant to Section 9 of this DPA.
- Module Two (Controller to Processor) of the EU SCCs applies when Customer is a controller and Company is a processor of Personal Data in accordance with Section 2 of this DPA.
- Module Three (Processor to Subprocessor) of the EU SCCs applies when Customer is a processor and Company is a subprocessor of Personal Data in accordance with Section 2 of this DPA.

- For each module, where applicable the following applies:

- The optional docking clause in Clause 7 does not apply.
- In Clause 9, Option 1 (general written authorization) applies, and the minimum time period for prior notice of subprocessor changes shall be as set forth in Section 6.1 of this DPA.
- In Clause 11, the optional language does not apply.
- All square brackets in Clause 13 are hereby removed.
- In Clause 17 (Option 1), the EU SCCs will be governed by the laws of the Republic of Ireland.
- In Clause 18(b), disputes will be resolved before the courts of the Republic of Ireland.
- Exhibit B to this DPA contains the information required in Annex I of the EU SCCs.
- Exhibit C to this DPA contains the information required in Annex II of the EU SCCs,
- By entering into this DPA, the Parties are deemed to have signed the EU SCCs incorporated herein, including their Annexes.

- Ex-UK Transfers. The Parties agree that ex-UK Transfers shall either be made pursuant to (i) the Data Privacy Framework to the extent that recipient of the ex-UK Transfer is certified accordingly, or (ii) the UK SCCs, which are deemed entered into and incorporated herein by reference. The UK Addendum (including the EU SCCs incorporated into it) is (1) governed by the laws of England and Wales and (2) any dispute arising from it is resolved by the courts of England and Wales.

- Transfers from Switzerland. The Parties agree that transfers from Switzerland shall either be made pursuant to (i) the Data Privacy Framework to the extent that recipient of the transfer from Switzerland is certified accordingly, or (ii) the EU SCCs with the following modifications:

- The terms "General Data Protection Regulation" or "Regulation (EU) 2016/679" as utilized in the EU SCCs shall be interpreted to include the Federal Act on Data Protection of 19 June 1992 (the "FADP," and as revised as of 25 September 2020, the "Revised FADP") with respect to data transfers subject to the FADP.

- Clause 13 of the EU SCCs is modified to provide that the Federal Data Protection and Information Commissioner (“FDPIC”) of Switzerland shall have authority over data transfers governed by the FADP and the appropriate EU supervisory authority shall have authority over data transfers governed by the GDPR. Subject to the foregoing, all other requirements of Clause 13 shall be observed.
- The term “EU Member State” as utilized in the EU SCCs shall not be interpreted in such a way as to exclude Data Subjects in Switzerland from exercising their rights in their place of habitual residence in accordance with Clause 18(c) of the EU SCCs.
- **Supplementary Measures.** In respect of any transfer of Personal data made pursuant to the Standard Contractual Clauses, the following supplementary measures shall apply:
 - As of the date of this DPA, Company has not received any formal legal requests from any government intelligence or security service/agencies in the country to which the Personal Data is being exported, for access to (or for copies of) such Personal Data (“Government Agency Requests”).
 - If Company receives a Government Agency Request, Company shall attempt to redirect the government agency to Customer. As part of this effort, Company may provide Customer’s basic contact information to the government agency. If Company is compelled to disclose Personal Data, to the extent legally permitted, Company shall notify Customer of the demand and reasonably cooperate to allow Customer to seek a protective order or other appropriate remedy. Company shall not voluntarily disclose Personal Data to any law enforcement or government agency. The Parties shall determine whether all or any transfers of Personal Data pursuant to this DPA should be suspended in light of such a Government Agency Request.
 - The Parties will confer as appropriate to consider whether: (i) the protection afforded by the laws of the country of Company to data subjects whose Personal Data is being transferred is sufficient to provide broadly equivalent protection to that afforded in the EEA or the UK, as applicable; (ii) additional measures are reasonably necessary for the transfer to comply with Privacy Laws; and (iii) it is still appropriate for Personal Data to be transferred to the relevant Company, taking into account all relevant information available, including guidance by supervisory authorities, to the Parties.
 - If either (i) any of the means of legitimizing a transfer cease to be valid or (ii) any supervisory authority requires transfers of Personal Data pursuant to those means to be suspended, the Parties agree to amend the means of legitimizing transfers in accordance with Privacy Laws. To the extent necessary to ensure the enforceability of the Standard Contractual Clauses, the Parties shall execute the Standard Contractual Clauses as a separate agreement.
- **Data Protection Assessments.** Taking into account the nature of Company’s processing and the information available to Company, Company shall reasonably cooperate with Customer to conduct any data protection or privacy impact assessments as required by Privacy Laws, including by providing Customer with information and documents necessary for such assessments that Customer cannot otherwise obtain without Company’s assistance. Notwithstanding the foregoing, Customer and Company each remain responsible only for the measures respectively allocated to them under Privacy Laws pertaining to any such assessment.
- **Data Subject Request.**
 - Company shall, to the extent permitted by Privacy Laws, notify Customer following receipt of Data Subject Request. Customer will be responsible for responding to such request, including, where necessary, by using the functionality of the Services; provided, however, that Company may respond to such Data Subject Request if required for Company to comply with Privacy Laws. Customer is solely responsible for ensuring that Data Subject Requests communicated to Company, and, if applicable, for ensuring that a record of consent to processing is maintained with respect to each Data Subject.
 - Company shall, at the request of Customer, and taking into account the nature of the processing applicable to any Data Subject Request, apply appropriate technical and organizational measures to assist Customer in complying with Customer’s obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, *provided that* (i) Customer is itself unable to respond without Company’s assistance and (ii) Company is able to do so in accordance with all applicable laws, rules, and

regulations. Notwithstanding the foregoing, Company may, at its sole option, choose to provide additional assistance to Customer in responding to Data Subject Requests. Customer shall be responsible to the extent legally permitted for any costs and expenses arising from any assistance by Company.

- **Return or Destruction of Personal Data.** Upon the termination or expiration of the Agreement, at Customer's choice, Company shall return or delete Personal Data, unless further storage of such Personal Data is required or authorized by applicable law. If return or destruction is impracticable or prohibited by law, rule or regulation, Company shall take measures to block such Personal Data from any further processing (except to the extent necessary for its continued hosting or processing required by law, rule or regulation) and shall continue to appropriately protect the Personal Data remaining in its possession, custody, or control. If Customer and Company have entered into Standard Contractual Clauses as described in Section 9 (Transfers of Personal Data), the parties agree that the certification of deletion of Personal Data that is described in Clause 8.1(d) and Clause 8.5 of the EU SCCs (as applicable) shall be provided by Company to Customer only upon Customer's request.
- **Company's Role as a Controller.** The parties acknowledge and agree that with respect to Company Account Data and Company Usage Data, Company is an independent controller, not a joint controller with Customer. Company will process Company Account Data and Company Usage Data as a controller (i) to manage the relationship with Customer; (ii) to carry out Company's core business operations, such as accounting, audits, tax preparation and filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Services, and to prevent harm to Customer; (iv) for identity verification purposes; (v) to comply with legal or regulatory obligations applicable to the processing and retention of Personal Data to which Company is subject; and (vi) as otherwise permitted under Privacy Laws and in accordance with this DPA and the Agreement. Company may also process Company Usage Data as a controller to provide, optimize, and maintain the Services, to the extent permitted by Privacy Laws. Any processing by Company as a controller shall be in accordance with Company's privacy policy set forth at www.hive.co/privacy.
- **Miscellaneous.** In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Agreement; (2) the applicable terms in the Standard Contractual Clauses; (3) the terms of this DPA; and (4) Company's privacy policy. Any claims brought in connection with this DPA will be subject to the Agreement, including, but not limited to, the exclusions and limitations set forth in the Agreement.

Exhibit A

Details of Processing

Nature and Purpose of Processing: Company will process Personal Data as necessary to provide the Services under the Agreement, for the purposes specified in the Agreement and this DPA, and in accordance with Customer's instructions as set forth in this DPA. The nature of processing may include, without limitation:

- Receiving data, including collection, accessing, retrieval, recording, and data entry;
- Holding data, including storage, organization and structuring;
- Using data, including analysis, consultation, testing, drawing inferences;
- Updating data, including correcting, adaptation, alteration, alignment and combination;
- Protecting data, including restricting, encrypting, and security testing;
- Sharing data, including disclosure, dissemination, allowing access or otherwise making available ;
- Returning data to the data exporter or data subject;
- Erasing data, including destruction and deletion; and/or
- Other (please provide details of other types of processing).

Duration of Processing: Company will process Personal Data as long as required (i) to provide the Services to Customer under the Agreement; (ii) for Company's legitimate business needs; or (iii) by applicable law or regulation. Company Account Data and Company Usage Data will be processed and stored as set forth in Company's privacy policy.

Categories of Data Subjects: Customer end-users/customers and Customer employees

Categories of Personal Data: Company processes Personal Data contained in Company Account Data, Company Usage Data, and any Personal Data provided by Customer (including any Personal Data Customer collects from its end users and processes through its use of the Services) or collected by Company in order to provide the Services or as otherwise set forth in the Agreement or this DPA. Categories of Personal Data may include name, location, email address, phone number, address, occupation, title, payment data, purchase history, and any other Personal Data provided to Company by Customer.

Sensitive Data or Special Categories of Data: None.

Exhibit B

The following includes the information required by Annex I and Annex III of the EU SCCs, and Table 1, Annex 1A, and Annex 1B of the UK Addendum.

- **The Parties**

Data exporter(s):

Name: Customer

Address: As designated by Customer within the Customer's account through the Services.

Signature and Date: By entering into the Agreement, Customer is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): As provided in Section 2 of this DPA.

Data importer(s):

Name: TicketLabs Inc. (d/b/a Hive)

Address: 304-283 Duke Street W., Kitchener, Ontario, Canada N2H 3X7

Signature and date: By entering into the Agreement, Data Importer is deemed to have signed these Standard Contractual Clauses incorporated herein, as of the Effective Date of the Agreement.

Role (controller/processor): As provided in Section 2 of the DPA.

- **Description of the Transfer**

Data Subjects	As described in <u>Exhibit A</u> of the DPA.
Categories of Personal Data	As described in <u>Exhibit A</u> of the DPA.
Special Category Personal Data (if applicable)	As described in <u>Exhibit A</u> of the DPA.
Nature of the Processing	As described in <u>Exhibit A</u> of the DPA.
Purposes of Processing	As described in <u>Exhibit A</u> of the DPA.
Duration of Processing and Retention (or the criteria to determine such period)	As described in <u>Exhibit A</u> of the DPA.
Frequency of the transfer	As necessary to provide perform all obligations and rights with respect to Personal Data as provided in the Agreement.
Recipients of Personal Data Transferred to the Data Importer	Company will maintain and provide a list of its Subprocessors upon request.

- **Competent Supervisory Authority**

The supervisory authority shall be the supervisory authority of the Data Exporter, as determined in accordance with Clause 13 of the EU SCCs. The supervisory authority for the purposes of the UK Addendum shall be the UK Information Commissioner's Officer.

- **List of Authorized Subprocessors**

Name of Authorized Subprocessor	Address	Contact Person Name, position, contact information	Description of processing	Country in which subprocessing will take place
Stripe	354 Oyster Point Blvd, South San	Support 888-926-2289 privacy@stripe.com	Payment processing	USA

	Francisco, CA 94080, USA			
Chargebee	909 Rose Avenue, Suite 610 North Bethesda, MD 20852, USA	privacy@chargebee.com	Payment processing	USA
Segment	101 Spear St Fl 1, San Francisco, CA, 94105, USA	+1 415-603-6900 privacy@twilio.com	Customer data platform	USA
AWS	410 Terry Avenue North, Seattle, WA 98109-5210, USA	+1 206-266-4064 privacy@amazon.com	Web hosting/storage	USA
Intercom	55 2nd Street, 4th Floor, San Francisco, CA 94105	+1 415-673-3820 dataprotection@intercom.io	CRM/product messaging	USA
Fullstory	1745 Peachtree Rd NW Ste G, Atlanta, GA, 30309	+1 833-385-5786 privacy@fullstory.com	Product Analytics	USA
Posthog	965 Mission St, San Francisco, CA, 94103, USA	privacy@posthog.com	Product Analytics	USA
Debounce	318 Maple St, Charlotte, NC, USA	+1 980-202-0214 support@debounce.io	Email Address Validation	USA
Twilio	Fifth Floor, 101 Spear Street, San Francisco, CA, 94105	+1 415-390-2337 privacy@twilio.com	SMS service provider	USA
Messagebird	4701 Sangamore Road, Suite 100N-139 Bethes da, MD, 20816, USA	legalnotice@messagebird.com	SMS service provider	USA
Google	1600 Amphitheatre Parkway Mountain View, CA 94043, USA	+1 650-253-0000 data-access-requests@google.com	Analytics, ad retargeting	USA
Meta (pixel)	One Hacker Way Menlo Park, CA 94025, USA	+1 650-543-4800	Ad retargeting	USA
Unlayer	2261 Market Street #4667, San Francisco, CA, 94114	info@unlayer.com	Email templating tool	USA

Snowflake	Suite 3A, 106 East Babcock Street, Bozeman, MT, 59715, USA	privacy@snowflake.com	Data storage for analytics	USA
Airbyte	2261 Market Street San Francisco, CA, 94121, USA	privacy@airbyte.io	Data pipeline tool to move raw data into data warehouse	USA
Perplexity	115 Sansome St. Suite 900, San Francisco, CA, 94104, USA	support@perplexity.ai +1 510-270-0840	AI-powered web search	USA
DBT Cloud	915 Spring Garden St, Ste 500, Philadelphia, PA 19123, USA	privacy@dbtlabs.com	Data transformation orchestration	USA
Dagster Labs	548 Market St, Suite 50093, San Francisco, CA 94104, USA	privacy@elementl.com	Data pipeline orchestration	USA
Clickhouse	650 Castro St., Suite 120 #92426, Mountain View, CA, 94041, USA	legal@clickhouse.com	Real-time analytics and data management	USA

Exhibit C

Description of the Technical and Organisational Security Measures implemented by the Data Importer

The following includes the information required by Annex II of the EU SCCs and Appendix II of the UK Addendum.

Technical and Organizational Security Measure	Details
Measures of pseudonymisation and encryption of personal data	Data is encrypted when traveling over SSL outside the Company's virtual private cloud. When possible, user identifiers are used to limit the availability of certain personal data.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	Access control systems are used when accessing data. Monitoring and validation services are used when checking the integrity of data. Various monitoring, testing, and alerting services are used to maintain service availability and resilience.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	Data is routinely snapshotted and backed up on various timelines so that data can be restored in the event of an incident.
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	Routine external security tests are performed by 3rd party services. Ongoing testing including unit, end to end and integration tests are performed internally.
Measures for user identification and authorization	Various methods power user authorization, including password authentication. User identification is maintained through the use of server-side and client-side technologies.
Measures for the protection of data during transmission	Data is transmitted over secure protocols like SSL and within secure networking environments such as a secure virtual private cloud.
Measures for the protection of data during storage	Data is stored in databases that are protected by firewalls, with access restricted by IP address and password protection.
Measures for ensuring events logging	Various events are logged into logging tools hosted on internal systems as well as third party systems.
Measures for ensuring system configuration, including default configuration	System configurations are stored in version controlled code repositories.
Measures for internal IT and IT security governance and management	Written policies are in place for internal IT and IT security governance and management. Access tokens and system credentials are stored in third party management systems, password vaults or source control subject to a higher level of security.
Measures for ensuring data minimisation	The Company stores only the minimum required data as required to provide the Services.
Measures for ensuring data quality	The Company has automated tests and monitoring in place to ensure data quality.
Measures for ensuring limited data retention	Data is retained for a limited amount of time in the case of database backups.
Measures for allowing data portability and ensuring erasure	The Company has data portability and erasure policies in place.

Exhibit D

UK Addendum

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Part 1: Tables

Table 1: Parties

Start Date	This UK Addendum shall have the same effective date as the DPA	
The Parties	Exporter	Importer
Parties' Details	Customer	Company
Key Contact	See <u>Exhibit B</u> of this DPA	See <u>Exhibit B</u> of this DPA

Table 2: Selected SCCs, Modules and Selected Clauses

EU SCCs	The Version of the Approved EU SCCs which this UK Addendum is appended to as defined in the DPA and completed by Section 6.2 and 6.3 of the DPA.
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Table 3: Appendix Information

Annex 1A: List of Parties	As per Table 1 above
Annex 2B: Description of Transfer	See <u>Exhibit B</u> of this DPA
Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data:	See <u>Exhibit C</u> of this DPA
Annex III: List of Sub processors (Modules 2 and 3 only):	See <u>Exhibit B</u> of this DPA

Table 4: Ending this UK Addendum when the Approved UK Addendum Changes

Ending this UK Addendum when the Approved UK Addendum changes	☒ <u>Importer</u> ☒ <u>Exporter</u> ☐ <u>Neither Party</u>
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Part 2: Mandatory Clauses

The Mandatory Clauses of the UK Addendum are incorporated herein by reference.