

SUBSCRIPTION AGREEMENT – CUSTOMER HOSTED

This **Subscription Agreement** (this “**Agreement**”) between Instabase, Inc., a Delaware corporation, with its registered address at 3500 South DuPont Hwy., Dover, Delaware 19901 (“**Instabase**”) and Customer, as defined in the Order Form, is effective as of the last date signed on the Order Form (the “**Agreement Effective Date**”). Capitalized terms are defined in Section 18 (Definitions), unless otherwise defined in a relevant section.

1. ORDERING AND LICENSE GRANT

1.1 This Agreement governs Customer’s licensing and use of Instabase’s Software and Services, pursuant to one or more Order Forms. Each Order will create a separate contract between the parties which will be subject to the terms of this Agreement.

1.2 Subject to the terms of this Agreement and any applicable Order, including payment of any applicable Fees, Instabase grants to Customer during the Subscription Term:

- (a) License to Software: a non-exclusive, non-sublicensable, non-transferable license to install, execute and use the Software for its internal business purposes, in accordance with the applicable Documentation, and only for the specific set of instances, features, and applications set forth in the Order.
- (b) License to Models: a non-exclusive, non-sublicensable, non-transferable license to (i) execute and use the Models for its internal business purposes in conjunction with the Software; (ii) modify the Baseline Models and Community Models to create Community Models; and (iii) modify the Baseline Models to create Private Models for its internal business purposes.

2. PROPRIETARY RIGHTS, RESTRICTIONS ON USE

2.1 As between the parties, Instabase owns all right, title, and interest in and to the Software and all derivatives thereof, and any intellectual property rights associated therewith. Instabase reserves all rights in and to the Software that it does not expressly grant to Customer in this Agreement. Customer agrees that the Instabase Software and Services are provided on a non-exclusive basis and that no transfer of ownership of intellectual property rights will occur. Customer further acknowledges and agrees that portions of the Instabase Software and Services, including but not limited to the source code, Models, and the specific design and structure of individual modules or programs, constitute or contain trade secrets and other intellectual property rights of Instabase and its licensors.

2.2 As between the parties, Instabase will own the intellectual property rights in anything provided or created by it in the performance of any Professional Services unless otherwise expressly specified in an Order.

2.3 Customer retains all right, title and interest in and to any Customer Data.

2.4 Customer agrees it shall not, nor permit any third party

to: (a) assert any intellectual property rights in any Software, including the Community Models or Private Models, against Instabase, any Instabase customer, development partner, channel partner, service partner, or other Instabase ecosystem participant; (b) sublicense, sell, rent, lease, transfer, assign, disclose, or distribute the Software to third parties; (c) host or use the Software to provide services to third parties except as expressly authorized in an Order; (d) except for Authorized Users, disclose or permit third parties to access the Software; (e) disassemble, decompile or otherwise reverse engineer the Software or attempt to derive or gain improper access to any of its source code, in whole or in part, except to the extent the law in Customer’s jurisdiction expressly permits this notwithstanding such prohibition; (f) modify, translate or create derivative works of the Software, in whole or in part, or merge the Software with other software except (1) as required for the intended operation of the Software in accordance with the Documentation or (2) to modify the Models as expressly permitted under this Agreement; (g) modify, obscure or delete any proprietary rights notices that appear in or on the Software; or (h) otherwise use or copy the Software in a manner not expressly permitted by this Agreement, including using the Software beyond the applicable Subscription Term.

3. AUTHORIZED USERS

Customer may permit its employees, authorized agents and authorized contractors (“**Authorized Users**”) to use the Software for the same purposes as permitted under Section 1.2 and subject to the terms and conditions of this Agreement, provided Customer remains liable for Authorized Users’ compliance with the terms and conditions of this Agreement and any applicable Order.

4. DELIVERY OF SOFTWARE

4.1 Upon commencement of the applicable Subscription Term, Instabase will make the Software, including available Models, available to the Customer along with any associated Services set forth in the Order Form.

4.2 Customer is responsible for (a) maintaining the confidentiality of the user names and passwords that are being used to access the Software; and (b) any activity that takes place using the Authorized Users’ login credentials.

4.3 If Customer modifies the Community Models or chooses to contribute Community Models, Customer agrees to provide such Community Models to Instabase once they are placed into Customer’s production environment. Instabase will evaluate such Community

Models and determine, in its sole discretion, whether to make all or part of them available to the Instabase customer community.

5. SUPPORT, UPDATES, PROFESSIONAL SERVICES

5.1 Instabase will provide Updates for the Software during the Subscription Term as described in the Instabase Support Policy. Technical support will be provided in accordance with the Support Policy if included in an Order.

5.2 Customer may elect to purchase Professional Services as agreed in an Order.

- (a) Instabase grants to Customer, during the Subscription Term, a non-exclusive, non-transferable, non-sublicensable license to use any training and other informational materials provided through the Professional Services to the extent necessary to enable Customer's use of the Software and Models in accordance with the terms of this Agreement.
- (b) Customer shall provide reasonable access, cooperation and information as necessary to permit Instabase to perform the Professional Services. While on Customer's premises, Instabase personnel shall comply with any rules or policies of Customer that are made available to them in writing.

6. FEES, PAYMENT AND TAXES

6.1 Customer will be invoiced for the Fees (including any applicable taxes) annually unless otherwise set forth in the Order. Customer agrees to pay all invoices within thirty (30) days of the receipt date of invoice. Amounts payable are not refundable except as set forth in Section 11.2 (Warranties).

6.2 Instabase or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

6.3 All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding.

6.4 Instabase reserves the right to charge Customer interest on past due amounts at the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

7. EXPORT AND COMPLIANCE WITH LAWS

7.1 Each party will comply with applicable laws and regulations governing the export, re-export, and transfer of the Software and will obtain all required local and extraterritorial authorizations, permits or licenses.

7.2 Each party will comply with all laws and regulations applicable to their respective obligations under this Agreement and, in Customer's case, its use of the Software.

8. TERM AND TERMINATION

8.1 This Agreement starts on the Agreement Effective Date and, unless terminated in accordance with this Section 8, will continue for a twelve (12) month period ("**Initial Term**"), and thereafter may be renewed for additional one (1) year periods by executing a written order (each, a "**Renewal Term**").

8.2 Each Order shall continue for the Subscription Term set forth therein unless terminated earlier in accordance with the terms of this Agreement. Each new Order shall be signed by an authorized signatory of both parties.

8.3 Subject to 41 U.S.C. § 71 (Contract Disputes), FAR 52.233-1 (Disputes), and unless a remedy is otherwise ordered by a United States Federal Court, Instabase may terminate this Agreement and the applicable Order if it is determined that Customer failed to comply with this Agreement. Customer may terminate this Agreement and the applicable Order in the event Instabase breaches this Agreement and fails to cure such breach within 30 days written notice in accordance with FAR 52.212-4(m).

8.4 Reserved.

8.5 When this Agreement terminates or expires: (a) the Subscription Term for any Software in Customer's possession will immediately terminate; (b) all licenses granted under this Agreement will immediately terminate and Customer shall immediately cease using the Software; (c) Customer shall immediately pay any Fees due and owing prior to termination or expiration; (d) Customer will destroy all copies of the Software in its possession or control, and certify in writing that it has done so; and (e) each party will promptly return to the other (or, if requested by the other party, destroy) all Confidential Information belonging to the other party.

8.6 Section 2 (Proprietary Rights & Restrictions), Section 6 (Fees, Payment and Taxes), Sections 8.5 and 8.6 (Term and Termination), Section 10 (Confidentiality), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 15 (Entire Agreement), Section 17 (General), and Section 18 (Definitions) will survive the termination or expiration of this Agreement for any reason.

8.7 Termination or expiry of a specific Order shall not affect the validity of any other Orders or this Agreement unless mutually agreed by the parties in writing.

9. SECURITY AND DATA

9.1 Instabase has implemented the Enterprise Security Measures detailed at <https://instabase.com/trust/enterprise-security-measures/> to secure Customer Data in connection with Customer's use of the Software. For further detail, please visit the

Instabase Trust Center located at <https://instabase.com/trust>.

9.2 Customer represents and warrants that it has obtained all necessary rights and authorizations to submit Customer Data to Instabase for the purposes contemplated by the Agreement and that Customer Data and the use thereof by Instabase as contemplated in this Agreement does and will not infringe or misappropriate any third party intellectual property or other proprietary rights. If Customer Data includes any personal data relating to identifiable individuals, Customer is responsible for the lawfulness of such data and for providing notice to individuals and obtaining any necessary consents as required under applicable data protection laws. Customer is solely responsible for the accuracy, content and legality of Customer Data, and Instabase does not assume any obligations with respect to Customer Data other than as expressly set forth in the Agreement or as required by applicable law.

9.3 Customer agrees that it shall not submit any Customer Data to Instabase that (a) contains any worm, virus or other malicious code which is designed to destroy, disable, harm, disrupt the operation of, enable unauthorized access to, erase, destroy or modify any software, hardware, network or technology; or (b) violates applicable laws or any third-party intellectual property, privacy, publicity or other rights.

9.4 Customer shall not submit any Customer Data to Instabase that contains (i) cardholder data as defined under the Payment Card Industry Data Security Standard ("**cardholder data**") or (ii) protected health information as defined under the Health Insurance Portability and Accountability Act ("**PHI**") unless Customer has entered into an Order that explicitly permits the submission of such Customer Data.

9.5 Instabase will access, process and use Customer Data in connection with Customer's use of the Software in accordance with applicable privacy and data protection laws. Instabase's GDPR Data Protection Addendum ("**DPA**"), available at <https://instabase.com/trust/DPA>, is attached hereto and applies to the extent that Customer Data provided by or on behalf of Customer to Instabase includes any personal data that is subject to the General Data Protection Regulation 2016/679 or applicable data protection laws of the United Kingdom or Switzerland.

9.6 Instabase shall be permitted to delete any Customer Data which may be in its possession (e.g., if submitted via a technical services support case) and temporarily suspend Customer's access to the Software, if: (i) Customer is in breach of Section 7 or this Section 9; (ii) removal or blocking of the Customer Data is necessary to protect the security of the Software, Instabase or any third party; or (iii) required to comply with a governmental mandate.

10. CONFIDENTIALITY

10.1 "**Confidential Information**" means all information of a party ("**Discloser**") disclosed to the other party ("**Recipient**") that is identified as confidential at the time of disclosure or should be reasonably known by the Recipient to be confidential due to the nature of the information and the circumstances surrounding the disclosure. For purposes of this Agreement, Instabase Software and Documentation, and any copies of them, will be deemed to be Instabase Confidential Information, regardless of whether they are marked as such, and Customer Data will be deemed Customer's Confidential Information, regardless of whether they are marked as such.

10.2 Neither party will use the other party's Confidential Information except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, legal and financial advisors (collectively, "**Representatives**") who (a) have a need to know such information and (b) who are parties to appropriate agreements sufficient to comply with this Section 10. Each party will be responsible for all acts and omissions of its Representatives.

10.3 The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to a court order or requirement of a governmental body, provided that the party required to make the disclosure gives reasonable notice to the other party to enable them to contest such order or requirement. Instabase recognizes that Customer may be subject to the Freedom of Information Act, 5 U.S.C. 552. Instabase represents, and Customer acknowledges, that Instabase's Confidential Information includes trade secrets or other data exempted from release due to competitive harm or based on the proprietary nature of the data, provided that nothing in this Section 10 restricts Customer's employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a government contract.

10.4 The restrictions set forth in Section 10.2 will not apply with respect to any Confidential Information that: (a) is or becomes publicly known through no fault of the Recipient; (b) was rightfully known or becomes rightfully known to the Recipient without confidential restriction from a source other than the Discloser who has a right to disclose it; (c) is approved by the Discloser for disclosure without restriction in a written document signed by an authorized representative of the Discloser; or (d) is independently developed by or for the Recipient without

the use of the other party's Confidential Information.

10.5 Reserved.

11. WARRANTIES

11.1 Instabase warrants that: (a) for ninety (90) days from the date the Software is made available for download, the unmodified Software will substantially conform to the functionality described in the then-current Documentation; (b) the unmodified Software, at the time Instabase makes it available for download, will not contain or transmit any malware, viruses or worms (otherwise known as computer code or technology specifically designed to disrupt, disable, or harm Customer's software, hardware, computer system, or network); and

(c) any Services will be performed in a good and workmanlike manner by appropriately qualified personnel. Instabase does not warrant that Customer's use of the Software will be uninterrupted or that operation of the Software will be error-free.

11.2 In the event of a breach of the limited warranties set forth in Section 11.1, Customer's sole and exclusive remedy will be, at Instabase's option and expense, to (a) repair the Software; (b) replace the Software; or (c) terminate the Agreement with respect to the defective Software and promptly provide a pro-rata refund of the Fees that Customer paid in advance for the remainder of the Subscription Term, calculated from the date of termination.

11.3 The warranty in Section 11.1(a) will not apply to the extent any non-conformance is caused by: (a) Customer using the Software with an application or in an environment other than as described in the Documentation; or (b) modifications made to the Software that were not made by Instabase, authorized representatives of Instabase or with the express written authorization of Instabase.

11.4 THE LIMITED WARRANTIES PROVIDED IN THE AGREEMENT ARE THE ONLY WARRANTIES MADE WITH RESPECT TO THE SOFTWARE AND SERVICES. ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF A COURSE OF DEALING OR USAGE OR TRADE.

12. INDEMNIFICATION

12.1 Subject to Section 12.3, Instabase agrees to defend or settle, at Instabase's option and expense, any third-party claim brought against Customer to the extent such claim asserts that the Software infringes a U.S. patent or worldwide copyright or misappropriates a trade secret of such third party (each, a "**Claim**") and Instabase shall pay all costs (including reasonable legal fees) and damages finally awarded against Customer by a court of competent

jurisdiction as a result of any such Claim.

12.2 If the use of the Software is, or in Instabase's reasonable opinion is likely to become, subject to a Claim under Section 12.1, Instabase may, at its sole option and expense (and in addition to the indemnity obligations in Section 12.1): (a) obtain a license for Customer's continued use of the applicable Software; (b) replace or modify the applicable Software so that it is non-infringing and substantially equivalent in function to the original Software; or (c) if options (a) and (b) are not commercially practicable in Instabase's reasonable estimation, Instabase may terminate this Agreement or the license to the infringing Software and provide a pro-rata refund of the Fees that have been paid in advance for the remainder of the Subscription Term for the applicable Software, calculated from the date of termination.

12.3 Instabase will have no indemnification obligation for any Claim based on: (a) modification of the Software, unless Instabase or its designee made the modification; (b) use of the Software other than as authorized by this Agreement and the Documentation; (c) failure to use updated or modified Software that Instabase makes available to Customer without additional charge that would have helped avoid or mitigate the Claim; (d) failure to stop using the Software after receiving written notice to do so from Instabase in order to avoid further infringement or misappropriation; or (e) combination, operation or use of the Software with applications, data, code, software, systems or products not supplied by Instabase (subsections (a)-(e) may be referred to collectively as "**Indemnity Exclusions**").

12.4 THIS SECTION 12 SETS FORTH INSTABASE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

12.5 Reserved.

12.6 An indemnifying party's obligations under this Section 12 only apply if: (a) the party seeking indemnification ("**Indemnitee**") notifies the indemnifying party of the indemnification claim in writing as soon as possible once Indemnitee becomes aware of the claim; (b) the Indemnitee makes no admission of liability or fault; (c) the indemnifying party is given sole control over the defense of the claim and settlement of it; and (d) the Indemnitee provides all reasonable assistance to the indemnifying party. Customer's obligation under Section 12.6(c) to provide control over defense and settlement of a claim is subject to the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516, and Customer must make every effort to permit Instabase to participate fully in the defense or settlement of any such claim.

13. LIMITATION OF LIABILITY

13.1 SUBJECT TO SECTION 13.4, TO THE MAXIMUM

EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS OR REVENUE; (C) LOSS ARISING FROM INACCURATE OR UNEXPECTED RESULTS ARISING FROM THE USE OF THE SOFTWARE; OR (D) LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

13.2 SUBJECT TO SECTIONS 13.1, 13.3 AND 13.4, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO INSTABASE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY (THE "**GENERAL CAP**"). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

13.3 SUBJECT TO SECTIONS 13.1 AND 13.4, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INSTABASE'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER OR ANY OTHER PARTY OR ANY THIRD PARTY UNDER THIS AGREEMENT WITH RESPECT TO BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 10 (CONFIDENTIALITY) OR BREACH OF ITS SECURITY OBLIGATIONS IN SECTION 9.1, WHERE SUCH BREACH RESULTS IN UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, SHALL BE LIMITED TO TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO INSTABASE DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM (THE "**SUPER CAP**"). MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. IN NO EVENT WILL INSTABASE BE LIABLE FOR THE SAME EVENT UNDER THE GENERAL CAP AND THE SUPER CAP, AND THESE CAPS WILL NOT BE CUMULATIVE. IF THERE IS ONE OR MORE CLAIMS SUBJECT TO EACH OF THE GENERAL CAP AND THE SUPER CAP, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE SUPER CAP.

13.4 Nothing in this Agreement will limit or exclude (a) liability that cannot be excluded or limited by applicable laws; (b) death or personal injury caused by negligence of a party; (c) gross negligence or willful misconduct; (d) obligations under Section 12 (Indemnification); (e) in the

case of Customer, for (i) breach of Sections 2 (Proprietary Rights and Restrictions on Use) or 9.2 or 9.3 (Customer Data), and (ii) payment of Fees.

14 EVALUATION

14.1 Customer may receive access to the Software as a no-fee, trial, private preview, public preview or early access offering ("**Evaluation Software**"). Unless otherwise agreed, use of the Evaluation Software is only for Customer's internal evaluation for 60 days from the date Customer is first granted access to the Evaluation Software.

14.2 Any Models generated by Customer using the Evaluation Software may only be used to evaluate the features and functions of the Evaluation Software. Upon conclusion of the evaluation, Customer shall cease use of and destroy all such Models unless Customer purchases the Software within one (1) month of access to the Evaluation Software ending.

14.3 Instabase shall be entitled to cancel Customer's access to the Evaluation Software or modify the Evaluation Software at any time. No warranty or support obligations will apply to Evaluation Software.

14.4 Other than for a breach of Section 2 (Proprietary Rights and Restrictions on Use), and subject to Section 13.4 (liability which cannot be excluded), each party's liability in connection with Customer's use of any Evaluation Software will be \$25,000.

15 ENTIRE AGREEMENT

15.1 This Agreement, including each Order, constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all proposals or prior arrangements, understandings or agreements (whether written, oral, click-through or electronic) between the parties relating to the subject matter of this Agreement.

15.2 Any modification, change or amendment to this Agreement shall be in writing and signed by an authorized representative of each party in order to be binding upon the parties.

15.3 If this Agreement conflicts with any of the terms of any Order, then the terms of the Agreement shall take precedence unless the Order (a) expressly states the parties' intent to amend the Agreement and (b) specifically identifies the section of the Agreement to be amended.

16 NOTICES

16.1 All notices required to be given under this Agreement shall be in writing, should reference this Agreement, and will be deemed to be properly given: (a) upon receipt if delivered by hand; (b) upon confirmation of receipt by the intended recipient if delivered by email; (c) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt; or (d) five (5) business days after

it is sent by registered or certified mail, with written confirmation of receipt.

16.2 Notices for either party shall be sent to the address noted on the applicable Order Form, with the notation "Attention: Legal".

17 GENERAL

17.1 Waiver. Any waiver or modification of the provisions of this Agreement will only be effective if signed in writing by authorized representatives of both parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.2 Severability. If the whole or any part of a provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions will be unaffected. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

17.3 Independent Contractors. Both parties are independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement shall be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between the parties, and neither party can bind the other contractually.

17.4 Assignment. Neither party may assign this Agreement without the prior written approval of the other, which approval will not be unreasonably withheld or delayed, provided that Instabase may assign this Agreement, upon notice but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided always that the assignee is in a position to discharge the obligations of the assignor.

17.5 Government Users. The Software and Documentation are deemed to be "commercial computer software" and "commercial computer software documentation" pursuant to FAR 12.212 and DFARS 227.7202. All U.S. Government end users acquire the Software and Documentation with only those rights set forth in this Agreement. Any provisions that are not consistent with federal procurement regulations are not enforceable against the U.S. Government.

17.6 Force Majeure. Except for the obligation to pay Fees for obligations already performed under the Agreement and to the extent consistent with GSAR 552.212-4(f), neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control including, without limitation, any acts of any government or government agency (each a "Force Majeure Event"). The time for performance will be extended for a period equal to the

duration of the Force Majeure Event. If a Force Majeure Event continues for more than 60 days, then either party may terminate the relevant Order by giving written notice to the other party.

17.7 Publicity. Customer agrees that Instabase may refer to Customer by its trade name as a current customer to current and prospective clients. Any use of Customer's name or logo in advertising or marketing materials or in a press release shall be subject to Customer's prior written consent and to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

17.8 Insurance. Instabase shall maintain, throughout the term of the Agreement and with a reputable insurance provider, insurance coverage that is commercially reasonable relative to its obligations under the Agreement. Upon written request, Instabase shall provide to Customer evidence of such insurance.

17.9 Feedback. Customer is under no duty to provide any suggestions, enhancement requests, or other feedback regarding Instabase products or services ("**Feedback**"). If Customer elects to offer Feedback to Instabase, it hereby grants Instabase a perpetual, irrevocable, non-exclusive, worldwide, fully-paid, sub-licensable, assignable license to incorporate into the Instabase products and services, or otherwise use any Feedback Instabase receives to improve Instabase products and services, provided that such Feedback is used in a manner that is not attributable to Customer. Customer also irrevocably waives in favor of Instabase any moral rights which it may have in such Feedback pursuant to applicable copyright law. Instabase acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind.

17.10 Verification. During the Subscription Term and for a period of twelve (12) months after its expiry or termination, Customer will take reasonable steps to maintain complete and accurate records of Customer's use of the Software sufficient to verify compliance with this Agreement ("**Records**"). In the event Instabase is concerned with underpayment of Fees, then upon reasonable advance notice, and no more than once per twelve (12) month period, Customer will allow Instabase and its auditors access to the Records during normal business hours. If the verification process discloses underpayment of fees, Customer agrees to pay such fees.

17.11 Governing Law and Jurisdiction. This Agreement will be governed by and interpreted in accordance with the Federal laws of the United States without reference to conflicts of laws. In the absence of federal laws, or to the extent federal law permits and in accordance with FAR 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities the laws, excluding the conflict of law principles, of the State of California governs the Agreement.

18. DEFINITIONS

Defined terms not otherwise defined in the Agreement

shall have the meaning set forth below:

“Baseline Models” means those Models provided by Instabase as a component of the Software, and any subsequent enhancements or modifications thereto.

“Customer Data” means any electronic data or information, including text, sound, video and image files, that Customer processes using the Software or that is provided to Instabase by or on behalf of Customer in connection with this Agreement.

“Community Models” means (i) Baseline Models that have been further trained or enhanced by Customer, or (ii) new Models developed by Customer and as to each of (i) and (ii) Customer has elected to contribute such Models to Instabase for the benefit of the Instabase customer community. Customers leveraging Community Models will benefit from enhancements to the Community Models as they continue to improve as a result of community contributions.

“Documentation” means any manuals, documentation and other supporting materials related to the Software that Instabase makes generally available to customers. Documentation is considered part of the Software.

“Fees” means the fees Customer is required to pay Instabase to use the Software during the applicable Subscription Term, as specified in each applicable Order.

“Models” means software files that have been trained over large sets of data to recognize certain types of patterns. When used in conjunction with the Software, Models can find patterns, identify data, documents or images, or make predictions from a previously unseen dataset.

“Order” or **“Order Form”** means a written or electronic form used to order the Software and any applicable services. An Order describes applicable pricing, the Subscription Term, and other business terms, and is executed by an authorized signatory of Instabase and Customer.

“Private Models” means (i) Baseline Models that have been further trained or enhanced by Customer, or (ii) new Models developed by Customer and as to each of (i) and (ii) Customer has elected not to contribute such Models to Instabase for the benefit of the Instabase customer community. For avoidance of doubt, modifications to Community Models cannot become Private Models.

“Professional Services” means any training, configuration, enablement and/or other professional services provided by Instabase to Customer. “Professional Services” does not include Instabase technical support.

“Services” means the technical support services and/or Professional Services provided by Instabase to Customer under an Order Form referencing this Agreement.

“Software” means the object-code version of Instabase’s proprietary enterprise software application. Software includes Documentation, Updates, and Models. Models

are subject to different licensing terms set forth in Section 1.2.

“Subscription Term” means the period of Customer’s subscription to the Software as stated in the Order.

“Support Policy” means the available technical support service plans located at <https://instabase.com/support-policy/>.

“Update” means a Software release that Instabase makes generally available to its customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, generally indicated by a change in the digit to the right of the second decimal point (e.g. a change from version x.x.x to x.x.y); or it may be an enhancement, new feature, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g. x.x.x to x.y.x) or to the left of the first decimal point (e.g. x.x.x to y.x.x).

DATA PROTECTION AGREEMENT

This Data Protection Agreement, including its Annexes and the Standard Contractual Clauses (“**DPA**”), is supplemental to and forms part of the Enterprise License Agreement or other written or electronic terms of service or agreement for the provision of the Services (the “**Agreement**”) entered into between Instabase, Inc. (“**Instabase**”) and the entity identified as “Customer” in the Agreement.

Customer enters into the DPA on behalf of itself and, to the extent required under Applicable Data Protection Law, in the name and on behalf of any Authorized Affiliates (defined below). Any terms not defined in this DPA shall have the meanings set forth in the Agreement. In the event of a conflict between the terms and conditions of this DPA and the Agreement, the terms and conditions of this DPA shall supersede and control.

If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of this Data Processing Agreement, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.

The parties agree as follows:

1. DEFINITIONS

- 1.1 “**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with a party where “control” means either (a) direct or indirect ownership or control of greater than 50% of the voting securities of such entity; or (b) the ability to control the activities of the entity through contractual rights.
- 1.2 “**Applicable Data Protection Law**” means the data protection laws and regulations applicable to the processing of personal data under the European Data Protection Laws and the U.S. Data Protection Laws.
- 1.3 “**Authorized Affiliate**” means a Customer Affiliate that is authorized to use the Services under the Agreement and has not signed their own separate Agreement with Instabase.
- 1.4 “**Authorized Person**” means any person authorized by Instabase to process Customer Personal Data, including Instabase employees, officers, contractors and consultants.
- 1.5 “**Customer Personal Data**” means any personal data contained in the text, image files or other data or content that Instabase processes on behalf of Customer in connection with the Agreement, as further described in Annex 1.
- 1.6 “**Europe**” means for the purposes of this DPA, the European Economic Area, Switzerland and the United Kingdom.
- 1.7 “**European Data Protection Laws**” means data protection and privacy laws and regulations of Europe applicable to Instabase’s provision of the Services under the Agreement, including where applicable (a) the General Data Protection Regulation 2016/679 (“**GDPR**”); (b) the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 and the Data Protection Act 2019 (together, “**UK GDPR**”); and (c) the Swiss Federal Data Protection Act and its implementing regulations (“**Swiss Data Protection Act**”); in each case, as amended, superseded or replaced from time to time.

- 1.8 **“Restricted Transfer”** means: (i) where the GDPR applies, a transfer of personal data from the EEA to a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of personal data from the UK to any other country which is not based on adequacy regulations pursuant to Section 17A of the Data Protection Act 2018; and (iii) where the Swiss DPA applies, a transfer of personal data to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner, in each case whether such transfer is a direct or onward transfer.
- 1.9 **“Personal Data Breach”** means a confirmed breach of security leading to any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data processed in environments controlled by Instabase or its Subprocessors. A “Personal Data Breach” does not include an unsuccessful attempt to access Customer Personal Data or Instabase equipment or facilities storing Customer Personal Data, including without limitation unsuccessful pings and other broadcast attacks of firewalls or edge servers, port scans, log-on attempts, denial of service attacks, packet sniffing or similar incidents.
- 1.10 **“Services”** means the services provided by Instabase to Customer under the Agreement, as more particularly described in the applicable Order Form or Statement of Work.
- 1.11 **“Standard Contractual Clauses”** or **“SCCs”** means the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021, as amended, superseded or replaced from time to time.
- 1.12 **“Subprocessor”** means any third party processor used by Instabase to process Customer Personal Data, including any Instabase Affiliate. A “Subprocessor” does not include any employee, contractor or consultant of Instabase or its Affiliates.
- 1.13 **“UK Addendum”** means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner’s Office under S.119(A) of the UK Data Protection Act 2018, as amended, superseded or replaced from time to time.
- 1.14 **“U.S. Data Protection Laws”** means all state data protection and privacy laws in effect in the United States of America that are applicable to Instabase’s provision of the Services under this DPA, including, but not limited to, the California Consumer Privacy Act, as amended by the California Privacy Rights Act (**“CCPA”**), the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Connecticut Data Privacy Act, and the Utah Consumer Privacy Act.

The lowercase terms **“controller,” “processor,” “personal data,” “data subject,” “process,”** and **“processing”** have the meanings given to them by Applicable Data Protection Law.

2. PURPOSE & SCOPE

- 2.1 Scope and details of processing. This DPA applies solely to the extent that Instabase processes Customer Personal Data subject to Applicable Data Protection Law as a processor on Customer’s behalf. The subject matter, nature, purpose, and duration of the processing, as well as the types of personal data processed and categories of data subjects involved, are described in **Annex 1**.
- 2.2 Role and processing instructions. Instabase shall process Customer Personal Data as a processor on Customer’s behalf and solely in accordance with Customer’s lawful documented instructions. For these purposes, Customer instructs Instabase to process Customer Personal Data to perform the Services in accordance with the Agreement (including this DPA) and any applicable Statement of Work or Order Form (the **“Permitted Purposes”**). The parties agree that the Agreement (including this DPA) sets out Customer’s complete and final instructions to Instabase in relation to the processing of Customer Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between the parties.

3. CUSTOMER RESPONSIBILITIES

- 3.1 Customer's responsibilities. Customer shall be responsible for complying with its obligations under Applicable Data Protection Law in its processing of Customer Personal Data. In particular, Customer agrees that it shall (a) be responsible for determining whether the Services are appropriate for processing Customer Personal Data consistent with Customer's legal and regulatory obligations; (b) comply with its obligations under Applicable Data Protection Law in its use of the Services and any processing instructions it issues to Instabase; and (c) ensure it has the right to transfer Customer Personal Data to Instabase, including providing notice and obtaining all consents necessary under Applicable Data Protection Law for Instabase (and its Subprocessors) to lawfully process Customer Personal Data for the Permitted Purposes. Instabase is not responsible for determining if Customer's instructions are compliant with applicable law, however Instabase shall inform Customer if, in its opinion, Customer's processing instructions infringe Applicable Data Protection Law and Instabase shall not be required to comply with such instruction. Taking into account the nature of the processing, Customer agrees that it is unlikely that Instabase would become aware of Customer Personal Data processed by Instabase is inaccurate or outdated. To the extent Instabase becomes aware of such inaccurate or outdated data, Instabase will inform the Customer.
- 3.2 Third-party controllers. Where Customer is itself a processor of Customer Personal Data acting on behalf of a third party controller (or other intermediaries), Customer represents and warrants that (a) it is authorized to provide Customer Personal Data to Instabase and that Customer's processing instructions reflect and do not conflict with the instructions of such third party controller; and (b) it will act as the sole point of contact for Instabase with regard to such third party controller and Instabase need not interact directly with (including seeking authorizations directly from or providing notifications directly to) such third party controller other than through the regular provision of the Services.

4. INSTABASE OBLIGATIONS

- 4.1 Confidentiality. Instabase shall ensure that any Authorized Person is subject to a duty of confidentiality (whether contractual or statutory) and that they shall only process Customer Personal Data for the Permitted Purposes.
- 4.2 Security. Instabase shall implement and maintain appropriate technical and organizational measures designed to protect Customer Personal Data from Personal Data Breaches. Additional details regarding the specific security measures that apply to the Services are set out in the relevant security practices for these Services, accessible here [<https://instabase.com/trust>] (the "**Security Measures**"):
- 4.3 Security Updates. Instabase may update the Security Measures from time to time, provided that any updates shall not materially diminish the overall security of Customer Personal Data. Notwithstanding anything to the contrary in the Agreement and this DPA, Customer agrees that it (not Instabase) shall be responsible for determining whether the Security Measures are appropriate for the processing of Customer Personal Data consistent with Customer's obligations under Applicable Data Protection Law.
- 4.4 Personal Data Breaches. Instabase shall inform Customer without undue delay, and in any event within 72 hours, upon becoming aware of a Personal Data Breach and take such measures as Instabase may deem necessary and reasonable to remediate the Personal Data Breach. Instabase shall provide Customer with timely information about the nature of the Personal Data Breach as soon as such information becomes known or available to Instabase, and provide reasonable cooperation and assistance to enable Customer to comply with its obligations under Applicable Data Protection Law with respect to notifying the relevant supervisory authority and/or affected data subjects. The obligations described in this Section 4.4 shall not apply to Personal Data Breaches that result from Customer's actions or omissions, and any obligation for to report or respond to a Personal Data Breach will not be construed as an acknowledgement by Instabase of any fault or liability with respect to the Customer Personal Data concerned.

- 4.5 Audits. Upon Customer's request, and no more than once per calendar year, Instabase shall (a) make available for Customer's review copies of certifications or reports demonstrating Instabase's compliance with prevailing data security standards with respect to its processing of Customer Personal Data; and (b) only if such reports or certifications are not reasonably sufficient to allow Customer to assess Instabase's compliance with Applicable Data Protection Law or this DPA, allow Customer (at Customer's expense) or its authorized representative to conduct an audit or inspection of Instabase's data security infrastructure and procedures, provided that Customer shall give Instabase reasonable prior notice of any such request and the audit or inspection shall not be unreasonably disruptive to Instabase's business and take place at a mutually agreed date and time. The parties agree that the audit rights granted under the Standard Contractual Clauses shall be exercised in accordance with this Section 4.5.
- 4.6 Subprocessors. Customer provides a general authorization for Instabase to appoint Subprocessors, including the Subprocessors listed here [<https://instabase.com/trust/subprocessors>] (or such other successor URL as may be notified to Customer from time to time), provided that:
- (a) Subprocessors shall be bound by a written agreement, including data protection and security measures, no less protective of Customer Personal Data than the Agreement and this DPA;
 - (b) Instabase shall be liable for any breach of this DPA caused by an act, error or omission of its Subprocessors to the extent Instabase would have been liable had such breach been caused by Instabase; and
 - (c) Instabase shall notify Customer in advance of any intended additions or replacements to its Subprocessors.

Instabase shall notify Customer if it engages a new Subprocessor at least thirty (30) days prior to any such changes if Customer opts-in to receive such notifications here [<https://instabase.com/trust/subprocessors/>]. Customer may object in writing to Instabase's appointment of a new Subprocessor based on reasonable data protection concerns within ten (10) calendar days of such notice from Instabase and the parties will discuss such concerns in good faith. If the parties are unable to reach a mutually agreeable resolution, Customer may terminate the relevant order form or the Agreement as it relates to the affected Services for convenience and Instabase shall provide Customer with a pro rata reimbursement of any prepaid but unused fees for the terminated portion of the Agreement.

4.7 Cooperation.

- (a) Data Subject Rights. Instabase shall, taking into account the nature of the processing, provide Customer with reasonable assistance (including by appropriate technical and organization mean, in so far as this is possible) to enable Customer to (i) respond to any requests from a data subject seeking to exercise any of their rights under Applicable Data Protection Law (including its right of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data (collectively "**Correspondence**"). In the event the Correspondence is made directly to Instabase, it shall where the Customer is identified or identifiable from the Correspondence, promptly notify Customer and shall not, unless legally compelled to do so, respond directly to the Correspondence except to refer the requestor to Customer to allow Customer to respond as appropriate. Any assistance provided shall be relevant to the Services that support the processing of Customer Personal Data, and shall be commercially reasonable and proportionate to the objective of the exercise with which Instabase is requested to assist.
- (b) Law Enforcement Requests. If Instabase receives a subpoena, court order, warrant or other legal demand from law enforcement or public or judicial authorities seeking the disclosure of Customer Personal Data, Instabase shall, where the Customer is identified or identifiable from such disclosure request and to the extent required and permitted by applicable law, promptly notify Customer of such request and reasonably cooperate with Customer to limit, challenge or protect against such disclosure.

- (c) Data Protection Impact Assessments. Instabase shall provide Customer with reasonable cooperation and assistance where necessary for Customer to comply with its obligations under Applicable Data Protection Law to conduct a data protection impact assessment and/or to consult with the competent supervisory authorities with respect to Instabase's processing of Customer Personal Data. Instabase shall comply with the foregoing by: (i) complying with Section 4.5 (Audit Rights); (ii) providing the information contained in the Agreement, including this DPA; and (iii) if the foregoing sub-sections (i) and (ii) are insufficient for Customer to comply with such obligations, upon request, providing additional reasonable assistance at Customer's expense.
- 4.8 Deletion on termination. Upon Customer's request following termination or expiry of the Agreement, Instabase shall return or delete all Customer Personal Data in its possession or control (except to the extent Instabase is required to retain any Customer Personal Data under applicable law, in which case Instabase shall isolate and protect such data from any further processing until it can be lawfully deleted). Instabase will issue a certificate of deletion upon Customer's request.

5. INTERNATIONAL TRANSFERS

- 5.1 Processing locations. Instabase may transfer and Process Customer Personal Data in the United States and anywhere else in the world where Instabase or Subprocessors maintain data processing operations. Instabase shall ensure that Customer Personal Data is adequately protected in accordance with the requirements of Applicable Data Protection Law and this DPA.
- 5.2 Standard Contractual Clauses. Where the transfer of Customer Personal Data from Customer to Instabase is a Restricted Transfer and Applicable Data Protection Law requires that appropriate safeguards are put in place, such transfer shall be governed by the Standard Contractual Clauses, which shall be deemed incorporated into and form an integral part of this DPA in accordance with **Annex B**.
- 5.3 Alternative transfer mechanism. To the extent that Instabase adopts an alternative data export mechanism (including any new version of or successor to the Standard Contractual Clauses or Privacy Shield) ("**Alternative Transfer Mechanism**"), such Alternative Transfer Mechanism shall automatically apply instead of the Standard Contractual Clauses described in this DPA, but only to the extent such Alternative Transfer Mechanism complies with Applicable Data Protection Law and extends to territories to which Customer Personal Data is transferred.

6. GENERAL

- 6.1 Governing law. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Law.
- 6.2 Modifications. This DPA may not be modified except by a subsequent written instrument signed by both parties. If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.
- 6.3 Survival. The obligations placed upon Instabase under this DPA shall survive so long as Instabase and its Subprocessors processes Customer Personal Data on Customer's behalf.
- 6.4 Limitation of liability. The total and combined liability of each of the parties (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this DPA (including the Standard Contractual Clauses), whether in contract, tort (including negligence), or any other theory of liability, shall be subject to the exclusions and limitations of liability set forth in the Agreement.
- 6.5 Third party rights. In no event shall this DPA benefit or create any right or cause of action on behalf of a third party (including a third party controller), but without prejudice to the rights or remedies available to data subjects under Applicable Data Protection Law or the Standard Contractual Clauses.

ANNEX A – DESCRIPTION OF THE PROCESSING

ANNEX 1(A): LIST OF PARTIES		
Data exporter:	<i>Name of data exporter:</i>	The entity identified as “Customer” in the Agreement
	<i>Contact person’s details:</i>	See the Agreement
	<i>Activities relevant to data transfer:</i>	See Annex 1.B below
	<i>Signature and date:</i>	Execution of the Agreement shall be deemed valid execution of the DPA (including the SCCs)
	<i>Role (controller/processor):</i>	Controller (for Module 2) or processor (for Module 3)
Data importer:	<i>Name of the data importer:</i>	Instabase, Inc.
	<i>Contact person’s details:</i>	See the Agreement
	<i>Activities relevant to data transfer:</i>	See Annex 1.B below
	<i>Signature and date:</i>	Execution of the Agreement shall be deemed valid execution of the DPA (including the SCCs)
	<i>Role (controller/processor):</i>	Processor
ANNEX 1(B): DESCRIPTION OF THE TRANSFER AND PROCESSING		
Categories of data subjects:	The categories of data subjects included in Customer Personal Data are determined and controlled by Customer in its sole discretion and may include, without limitation: (i) Customer's employees, agents, authorized sub-contractors and advisors; and/or (ii) Customer's prospects, customers, business partners and vendors.	
Categories of personal data:	The categories of personal data included in Customer Personal Data are determined and controlled by Customer in its sole discretion and may include, without limitation: (i) name, address, title, contact details (as found in KYC or other documents); (ii) financial data (as found in bank statements, pay slips and other financial and tax documents); biometric data (as found in drivers' licenses, ID cards, passports, etc.); and/or (iii) health data (as found in health records, lab reports, x-rays, insurance claims, etc.).	
Sensitive data (if applicable):	Customer Personal Data may include ‘special categories of personal data’ as defined under Applicable Data Protection Laws, subject to any applicable restrictions and/or conditions in the Agreement. The nature of any such data is determined and controlled by Customer in its sole discretion and may include, without limitation: (i) biometric data (processed for unique identification); and/or (ii) health data (as found in health records, lab reports, x-rays, insurance claims, etc.).	
Frequency of the transfer:	Continuous or one-off depending on the nature of the Services being provided by Instabase.	
Nature, subject matter and duration of processing:	The nature of the processing is the provision of the Services as further described in the Agreement, and the subject matter is Customer Personal Data. The processing duration is the period for which Instabase processes Customer Personal Data as determined by the Customer through its processing instructions.	
Purpose of processing:	Instabase shall process Customer Personal Data for the Permitted Purposes, as described in the Agreement and this DPA.	
Retention period:	Instabase will retain Customer Personal Data as instructed by Customer and in accordance with the Agreement, including this DPA.	
ANNEX 1(C): COMPETENT SUPERVISORY AUTHORITY		
Competent supervisory authority	The data exporter's competent supervisory authority shall be determined in accordance with the GDPR.	

ANNEX B – STANDARD CONTRACTUAL CLAUSES (MODULES 2 AND 3)

- 1.1 To the extent the Standard Contractual Clauses are deemed incorporated into and form an integral part of the DPA pursuant to Section 5.2 of the DPA, they shall apply as follows:
- (a) In relation to transfers of Customer Personal Data protected by the GDPR, the SCCs shall apply as follows:
 - (1) the Module Two terms shall apply where Customer is the controller of Customer Personal Data and the Module Three terms shall apply where Customer is a processor of Customer Personal Data;
 - (2) in Clause 7, the optional docking clause shall apply and Affiliates may accede to the SCCs subject to mutual agreement of the parties;
 - (3) in Clause 9, option 2 (“general authorization”) is selected and the process and time period for prior notice of Subprocessor changes is set out in Section 4.5 of the DPA;
 - (4) in Clause 11, the optional language shall not apply;
 - (5) in Clause 17, option 1 shall apply and the SCCs will be governed by Irish law;
 - (6) in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - (7) Annex I shall be deemed completed with the information set out in Annex A of the DPA;
 - (8) Annex II shall be deemed completed with the applicable Security Measures.
 - (b) In relation to transfers of Customer Personal Data protected by the UK GDPR, the SCCs as implemented by Section 1.1(a) above shall apply with the following modifications:
 - (1) the SCCs shall be modified and interpreted in accordance with Part 2 of the UK Addendum, which shall be deemed incorporated into and form an integral part of the DPA;
 - (2) Tables 1, 2 and 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out in the DPA (including its Annexes) and Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting “importer”; and
 - (3) any conflict between the terms of the SCCs and the UK Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK Addendum.
 - (c) In relation to transfers of Customer Personal Data protected by the Swiss Data Protection Act, the SCCs as implemented by Section 1.1(a) above shall apply with the following modifications:
 - (1) references to “Regulation (EU) 2016/679” and specific articles therein shall be interpreted as references to the Swiss Data Protection Act and the equivalent articles or sections therein;
 - (2) references to “EU”, “Union”, “Member State” and “Member State law” shall be replaced with references to “Switzerland” and “Swiss law” and references to the “competent supervisory authority” and “competent courts” shall be replaced with references to the “Swiss Federal Data Protection Information Commissioner” and “competent Swiss courts”; and
 - (3) the SCCs shall be governed by the laws of Switzerland and disputes shall be resolved before the competent Swiss courts.