



AP Terms & Conditions for Brands

WELCOME TO THE ACCELERATION PARTNERS (“AP,” “US,” “WE,” “OUR”) PROGRAM.

BY SIGNING AN ORDER FORM REFERENCING THESE TERMS, YOU ARE CONFIRMING THAT YOU UNDERSTAND THESE TERMS, AND THAT YOU AGREE TO ALL OF THE PROVISIONS OF THESE TERMS. THE ORDER FORM, THESE TERMS AND CONDITIONS AND ANY ADDENDA COLLECTIVELY FORM OUR “**AGREEMENT**”. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT. THIS AGREEMENT WILL BE EFFECTIVE ON THE “EFFECTIVE DATE” STIPULATED ON THE ORDER FORM. WE MAY CHANGE THE TERMS OF THIS AGREEMENT AT ANY TIME FOR ANY REASON BY POSTING THOSE CHANGES ON OUR WEBSITE AND, IF THE CHANGES ARE MATERIAL AS DETERMINED IN OUR DISCRETION, SENDING YOU AN EMAIL NOTICE; PROVIDED, HOWEVER, THAT ANY CHANGES WILL NOT APPLY RETROACTIVELY AND WILL BECOME EFFECTIVE NO SOONER THAN 14 DAYS AFTER THEY ARE POSTED. IF YOU DO NOT AGREE TO THE MODIFIED AGREEMENT, YOU SHOULD DISCONTINUE THE USE OF THE SERVICES. THIS AGREEMENT INCLUDES DISPUTE RESOLUTION THROUGH ARBITRATION, FOR WHICH YOU HAVE THE OPPORTUNITY TO OPT-OUT. PLEASE READ THIS AGREEMENT IN FULL.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Client’s use of the Services that is used by AP in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

“**Authorized User**” means Client’s employees, consultants, contractors, and agents (i) who are authorized by Client to use the Services under the rights granted to Client pursuant to the Agreement and (ii) for whom provision of the Services has been purchased hereunder.

“**AP Materials**” means the Services, AP Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions that are provided or used by AP in connection with the Services. For the avoidance of doubt, AP Materials include Aggregated Statistics and any information, data, or other content derived from AP’s monitoring of Client’s use of the Services, but do not include Client Data. For the further avoidance of doubt, AP Materials include all Partner Identification Information except that which constitutes Client Data under this Agreement.

“**AP Systems**” means the information technology infrastructure used by or on behalf of AP in performing the Services, including all computers, software,

hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by AP or through the use of third-party services.

“**Client Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or an Authorized User through the Partner Marketing Services, including, as between the parties, Partner Identification Information transmitted by or on behalf of Client or an Authorized User through the Services.

“**Order Form**” means a form signed by Client and by AP setting out the Services Client has purchased.

“**Partner Identification Information**” means data and information used to identify Partners including, without limitation, Partner names, domains, URLs, social media information, contacts, and contact information provided via AP’s Partner databases and Services.

“**Partners**” means third parties that AP’s Partner Marketing Services are designed to help AP’s prospective Clients connect with, including affiliates, publishers, agencies, influencers, content creators, advertisers, brands, and merchants.



“**Partner Marketing Services**” has the meaning set forth in the Order Form and references to “**Services**” in this Agreement shall have the same meaning.

“**Third-Party Products**” means any third-party products incorporated into the Services.

2. Services.

(a) Warranty. AP will perform the Partner Marketing Services indicated in the applicable Order Form. AP warrants that Partner Marketing Services shall be provided in a professional manner consistent with generally accepted industry standards. Any Services performed in breach of this warranty will be re-performed.

(b) Reservation of Rights. AP reserves all rights not expressly granted to Client in the Agreement. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any intellectual property rights or other right, title, or interest in or to the AP Materials.

(c) Suspension. Notwithstanding anything to the contrary in this Agreement, AP may temporarily or permanently, suspend or halt any portion or all of the Services to the Client or Authorized Users if: (i) AP reasonably determines that (A) there is a threat or attack on any of the AP Materials; (B) Client’s or any Authorized User’s use of the AP Materials disrupts or poses a security risk to the AP Materials or to any other Client or vendor of AP; (C) Client, or any Authorized User, is using the AP Materials for fraudulent or illegal activities; (D) subject to applicable law, Client has ceased to continue Client’s business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) AP’s provision of the Services to Client or any Authorized User is prohibited by applicable law; (ii) any vendor of AP has suspended or terminated AP’s access to or use of any third-party services or products required to enable Client to access the Services; or (iii) in accordance with Section 5(a) (any such suspension or halt in Partner Marketing Services described in subclause (i), (ii), or (iii), a “**Service Suspension**”). AP shall use commercially reasonable efforts to provide written notice of any Service Suspension to Client and to provide updates regarding

resumption of use of the Services following any Service Suspension. AP shall use commercially reasonable efforts to resume providing use of the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. AP will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Client or any Authorized User may incur as a result of a Service Suspension.

(d) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, AP monitor Client’s use of the Services and collect and compile Aggregated Statistics. As between Provider and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AP. Client acknowledges that AP may compile Aggregated Statistics based on Client Data input into the Services. Client agrees that AP may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Client or Client’s Confidential Information.

(e) Service Levels. Subject to the terms and conditions of this Agreement, AP shall use commercially reasonable efforts to make the Services available as set out in the applicable Order Form. AP warrants that Services shall be provided in a professional manner consistent with generally accepted industry standards. Any Services performed in breach of this warranty will be re-performed.

(f) Acceptance of Work. For the purposes of this Agreement, any work delivered (either partially or in full) to the Client under this Agreement will be deemed accepted by Client in the event the specific work or deliverable is not disputed by Client in writing or via electronic communication within ten (10) business days of receipt by Client. If any work or deliverable is not disputed in writing (including by email) by Client within such period, then (i) Client will be deemed to have accepted the work or deliverable; and (ii) Client agrees that it shall be obligated to make payment in full for such work or deliverable per this Agreement (including payment for expenses per the other terms of Section 5 of this Agreement), even in the case of a termination of this Agreement by either party.

3. Client Responsibilities for Services.



Client is responsible and liable for all uses of the Services, directly or indirectly, whether such use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of the Agreement if taken by Client will be deemed a breach of the Agreement by Client. Client shall use reasonable efforts to make all Authorized Users aware of the Agreement provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Partner Marketing Services.

- (a) Work.
 - (i) AP shall perform the Partner Marketing Services and provide the related deliverables that may be specified in an Order Form or Statement of Work, if applicable. Except as set forth in Section 4(a)(ii), as between AP and Client, all right, title, and interest in any deliverables, and all intellectual property rights therein, provided to Client by AP in performing the Partner Marketing Services shall belong to Client. AP agrees that with respect to any deliverables that qualify as "work made for hire" as defined in 17 U.S.C. §101, such deliverables are hereby deemed "work made for hire" for Client. To the extent any of the deliverables do not constitute "work made for hire," AP hereby irrevocably assigns to Client all right, title, and interest in and to the deliverables, including all intellectual property rights therein.
 - (ii) Except for Partner Identification Information that constitutes Client Data, AP and its licensors are, and shall remain, the owners of all right, title, and interest in and to the Partner Identification Information contained in any deliverables. AP hereby grants to Client an irrevocable, worldwide, perpetual, royalty-free, fully paid up, non-exclusive license to use and otherwise exploit such Partner Identification Information contained in any deliverables, provided that in doing so Client may not violate any other terms of this Agreement. Client may assign, transfer, and sublicense (through multiple tiers) such rights to others without AP's approval. For the avoidance of doubt, nothing in this Section 4(a)(ii) shall entitle Client to continued use of the Partner Marketing

Services beyond that use which is provided for in Section 11(c)(ii) following expiration or termination of this Agreement.

- (b) Client Obligations. Client shall:
 - (i) cooperate with AP in all matters relating to the Partner Marketing Services, including without limitation collaborating to identify suitable Partners for Client, and appoint a Client employee to serve as the primary contact with respect to the Partner Marketing Services and who will have the authority to act on behalf of Client with respect to matters pertaining to the Partner Marketing Services;
 - (ii) respond promptly to any AP request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for AP to perform the Partner Marketing Services in accordance with the requirements of this Agreement;
 - (iii) provide such information as AP may reasonably request, in order to carry out the Partner Marketing Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
 - (iv) fairly compensate Partners AP recruits for Client based on their performance and in a timely manner.

5. Fees and Payment

- (a) Fees. Client shall pay the fees ("Fees") as set forth in any applicable Order Form. If Client fails to make any payment within ten (10) days after such payment is due, without limiting AP's other rights and remedies, AP may suspend and halt work until such amounts are paid in full.
- (b) Taxes. All Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on AP's income.



6. Confidential Information.

From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

7. Intellectual Property Ownership; Data; Subcontracting.

(a) AP Materials. Client acknowledges that, as between Client and AP, AP owns all right, title, and interest, including all intellectual property rights, in and to the AP Materials and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Client Data. AP acknowledges that, as between AP and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to AP a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for AP to provide the Partner Marketing Services to Client, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify,

and otherwise use and display Client Data incorporated within the Aggregated Statistics, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Partner Identification Information that constitutes Client Data under this Agreement. Notwithstanding anything herein to the contrary, AP retains the right to use for other purposes any general market research that it performs, develops or collects in the course of performing Partner Marketing Services under this Agreement as long as in the good faith determination of AP the use of such materials does not (a) reflect adversely on Client or Client's products or services; (b) adversely affect Client's competitive positioning. To the extent AP incorporates any AP Materials into the Partner Marketing Services, such AP Materials shall remain the sole and exclusive property of AP. AP hereby grants to Client a non-exclusive, limited, irrevocable, royalty-free, world-wide license to use solely for its own benefit that portion of AP Materials as it exists at the time of the engagement that is necessary for Client to make use of the Partner Marketing Services.

(c) Data; Subcontracting. Notwithstanding any provision to the contrary in this Agreement, AP will be permitted to collect, use, reproduce, display, store, modify, reformat, process, and create derivative works from data collected via the Partner Marketing Services in perpetuity for its own internal research and development purposes, including improvement of the Partner Marketing Services and/or AP Materials, in each case in accordance with applicable laws and regulations. AP shall not share data with any third party, except as follows: (i) AP may share data with any of AP's independent contractor(s) for purposes of improving Partner Marketing Services and/or AP Materials; provided, however, such independent contractor(s) are subject to a non-disclosure agreement for purposes of protecting data from unauthorized disclosure; (ii) AP may share data with the express written consent of Client; and/or (iii) AP may share data as required to satisfy regulatory or other legal obligations.

8. Representations and Warranties; Warranty Disclaimer.

(a) Mutual. Each party represents and warrants to the other party that:

- (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and



regulations of its jurisdiction of incorporation, organization, or chartering;

- (ii) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (iii) the execution of this Agreement by its representatives whose signature is set forth at the end hereof has been duly authorized by all necessary corporation action of the party; and
- (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) AP. AP represents and warrants to Client that:

- (i) it shall perform the Partner Marketing Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with commercially reasonable industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement; and
- (ii) it is in compliance with, and shall perform the Partner Marketing Services in compliance with, all applicable laws.

(c) Disclaimer. THE AP MATERIALS ARE PROVIDED "AS IS" AND, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, AP HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. AP SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. AP MAKES NO WARRANTY OF ANY KIND THAT THE AP MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) AP Indemnification.

- (i) AP shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, unless the material causing the claim was provided by Client for incorporation into AP's Services, and provided that Client promptly notifies AP in writing of the claim, cooperates with AP, and allows AP sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, Client agrees to permit AP, at AP's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Client to continue use. If AP determines that neither alternative is reasonably available, AP may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Client.
- (iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by AP or authorized by AP in writing; (B) modifications to the Services not made by AP; (C) Client Data; or (D) Third-Party Products.

(b) Client Indemnification. Client shall indemnify, hold harmless, and, at AP's option, defend AP from and against any Losses resulting from any Third-Party Claim that the Client Data, or any use of the Client Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Client's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by the Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by AP or authorized by AP in writing; or (iv) modifications to the Services not made by AP, provided



that Client may not settle any Third-Party Claim against AP unless AP consents to such settlement, and further provided that AP will have the right, at AP's option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND AP'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Limitations of Liability.

IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL AP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO AP UNDER THE AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Term and Termination.

(a) Term.

- (i) The "**Term**" of the Agreement shall be the duration of the then in effect Initial Term or Renewal Term(s) of the applicable Order Form(s). For the avoidance of doubt, the Term will commence on the Effective Date set

forth in the initial Order Form and will continue until all Order Forms are terminated in accordance with Section 11(b) of the Agreement, or all Order Forms have expired.

- (ii) The "**Initial Term**" of each Order Form will commence on the Effective Date set forth on such Order Form and will continue for the subscription period set forth in such Order Form. Unless otherwise set forth in the Order Form, each Order Form will automatically renew after the Initial Term for additional periods of the same duration as the Initial Term (each, a "**Renewal Term**"), unless either party gives prior written notice of its intent not to renew such Order Form no less than thirty (30) days prior to the end of the then-current term.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

- (i) AP may terminate the Agreement, effective on written notice to Client, if Client: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after AP's delivery of written notice thereof; or (B) one of the events leading to suspension of AP's Partner Marketing Services arises under Section 2(c) or Section 6;
- (ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach, provided that, notwithstanding anything in the foregoing, the sole and exclusive remedy for a breach of service warranty is re-performance; or
- (iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has



appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Notwithstanding anything to the contrary, unless the termination was by Client due to a material breach of Agreement by AP, Client shall also pay to AP immediately following termination (subject to invoicing and payment terms consistent with this Agreement) any recurring fee amounts that would have been applicable under the Order Form for the remainder of its then-current term.

(c) Effect of Expiration or Termination; Post-Termination Use.

- (i) Except as otherwise set forth in Section 11(c)(ii), upon expiration or earlier termination of this Agreement, Client shall immediately discontinue use of the AP Materials and, without limiting Client's obligations under Section 6 Client shall delete, destroy, or return all copies of the AP Materials and certify in writing to AP that the AP Materials have been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees that may have become due before such expiration or termination or entitle Client to any refund.
- (ii) Notwithstanding anything to the contrary herein, for a period of thirty (30) days after the expiration or termination of this Agreement, Client may retrieve Client Data from the Services and AP shall provide Client with the same Client Data retrieval assistance that AP generally makes available to all Clients.

(d) Survival. This Section 11(d) and Sections 1, 4, 5 6, 7, 8(c), 9, 10, 12 and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Non-solicitation.

Client agrees that, during the Term and for twelve (12) months following its expiration or termination for any reason, it will not directly or indirectly solicit or hire any person who is then an AP employee or independent contractor, or

employee or independent contractor of any AP sub-contractor or held such position within the preceding twelve (12) months and in any case who provided Service to Client or had any material interaction with Client hereunder ("Restricted Employees") without the prior express written consent of AP. Hiring of persons who apply themselves based on publicly available job descriptions is excepted from this non-solicitation clause.

13. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Publicity. Neither party shall use the other party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that AP may include Client's name, logo and other indicia on AP's website for the purposes of the Services, and on AP's lists of its current or former Clients in promotional and marketing materials.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the parties at the addresses set forth in the Order Form (or to such other address that may be designated by the party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email at aplegal@accelerationpartners.com (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement,



a Notice is effective only: (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Dispute Resolution; Governing Law; Venue; Submission to Jurisdiction. The Agreement is governed by the law, jurisdiction, venue set out in the table below, without regard to any conflict of laws principles that would require the application of the laws of another jurisdiction. Any controversies, claims or disputes arising out of or relating to this Agreement must be resolved by confidential mediation or arbitration in accordance with the procedural rules set out in the table below. The decisions of the arbitrator will be binding and conclusive upon all parties and judgment upon any award rendered by the arbitrator may be entered by any court of competent jurisdiction. If Client wishes to opt-out of using mediation or arbitration as a dispute resolution mechanism, Client must send, within thirty (30) days of the Effective Date, a notice to aplegal@accelerationpartners.com. If Client opts out of arbitration, Client submits to the exclusive jurisdiction of the courts set out in the table below.

AP counterparty	Notice must be provided to aplegal@accelerationpartners.com and by post	Governing law; Mediation/Arbitration Rules and Venue applicable; Courts with exclusive jurisdiction
Acceleration Partners, LLC	6 Liberty Sq, PMB 96813, Boston, MA 02109	Commonwealth of Massachusetts; AAA Commercial Arbitration Rules and Mediation Procedures; Venue: Boston, MA; Commonwealth of Massachusetts
Acceleration Partners Limited	C/O Tmf Group, 13th Floor, One Angel Court, London, England, EC2R 7HJ	English law; CEDR Model Mediation Procedure and UNCITRAL Arbitration Rules; Venue: London, England; English courts

(g) Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of AP, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

(h) Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 6 or, in the case of Client, any events arising under Section 2(c), would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Partner Programs Addendum

By signing the Order Form, you have indicated that these terms and conditions are applicable and hereinafter incorporated within AP Terms & Conditions for Brands, to which this Partner Program Addendum is attached, as if fully set forth therein. These terms are applicable to programs AP manages ("Partner Programs") in relation to companies with whom Client partners for online marketing purposes and that have entered into a written agreement directly with Client for performance of such relevant services, within the scope contemplated by this Agreement ("Partners").

1. Client Content. Client is solely responsible for all content it provides to AP or approves for use in connection with Client's products and services. All such content, products and services must comply with all applicable laws, rules and regulations. AP will make reasonable efforts to promote compliance by Partners with the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising regarding disclosure of affiliate links and potential payments from Client, as well as similar disclosure requirements applicable in countries outside of the United States, to the extent applicable to the actions of Partners. Notwithstanding anything to the contrary, Client acknowledges that AP is not a law firm and is not providing legal advice, and in no event shall AP ever be liable for the acts or omissions of any Partners.
2. Clarification of Partner Liability and Relationship to Client. It is agreed and understood that Partners are not contractors, consultants or agents of AP, and that AP has not assigned its obligations under this Agreement to any such Partners. AP and Client acknowledge and agree that AP will not be liable for any acts of Partners, Client's sole remedy being in the terms and conditions of the contract between Client and the Partner. Likewise, Client alone is responsible for its actions in relation to its Partners, and for fulfilling all of its obligations under its contracts with Partners, and Client accordingly agrees to comply with Section 8 of this Agreement by defending, indemnifying and holding harmless all AP Indemnified Parties from and against any and all Damages that may be imposed on, incurred by, or asserted against any AP Indemnified Party as the result of a Partner's claim or threatened claim against Client or AP arising out of the Client-Partner relationship (subject to the process requirements set forth in Section 8 of this Agreement).
3. Tax Matters. Client acknowledges that the laws applicable in certain jurisdictions, whether adopted as a statute, rule, regulation, directive, or pronouncement of an agency may result in Client being treated as having a taxable presence in such jurisdiction for income, gross receipts, sales and use, transfer, and any other tax purposes based on an Internet marketing affiliate thereof doing business in such jurisdiction or other economic or business activities, which may result in tax reporting, withholding, and payment obligations within any such jurisdiction. Client shall be solely responsible for ensuring that it is in compliance with all applicable laws, rules, and regulations, including but not limited to those regarding the tax laws of federal, state, local, or non-U.S. jurisdictions. Client is strongly encouraged to seek independent professional tax and legal advice. Client acknowledges and agrees that (i) neither AP, nor any of its or its affiliates' officers, directors, members, managers, employees, or agents have provided any tax advice to Client, and (ii) Client either has sought or will seek such advice or has decided not to seek such advice in its own sole discretion. AP shall not be liable to Client for any act, omission, or failure to act with respect to any tax matters whatsoever.

Data Processing Addendum for Clients

This Data Processing Addendum (this “**DPA**”) is deemed a part of the Agreement to which it is attached. In the event of any conflict between the terms of this DPA and the other terms of this Agreement, this DPA will govern.

Definitions

1. In this DPA:

“**Applicable Law**” means all laws, regulations and other legal requirements applicable to either (i) Acceleration Partners as provider of the Acceleration Partners Services or (ii) Customer as user of the Acceleration Partners Services. For example, to the extent applicable, this includes the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”), equivalent requirements in the United Kingdom including the Data Protection Act 2018 and the UK General Data Protection Regulation (“**UK Data Protection Law**”), and the California Consumer Privacy Act (as amended by the California Privacy Rights Act) and associated regulations (“**CCPA**”), in each case as may be amended from time to time.

“**Designated Address**” means Customer’s email address for legal notices set forth in the Services Agreement.

“**Effective Date**” means the Effective Date of this Agreement.

“**Personal Data**” means any information relating to an identified or identifiable individual, within the meaning of the GDPR (regardless of whether the GDPR applies).

“**Personal Data Breach**” means the accidental or unlawful destruction, loss, alteration, disclosure or other Processing of, or access to, Personal Data.

“**Process**” and “**Processing**” mean any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, creating, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Standard Contractual Clauses**” refers to one or both of the following, as the context requires:

For Personal Data subject to the GDPR, the “**EU SCCs**,” defined as the Standard Contractual Clauses issued pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at http://data.europa.eu/eli/dec_impl/2021/914/oj and completed as described in the “Data Transfers” section below.

For Personal Data subject to the UK Data Protection Law, the “**UK SCCs**,” defined as the International Data Transfer Addendum to the EU SCCs, available at <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-DPA.pdf> and completed as described in the “Data Transfers” section below; and

“**Subprocessor**” means a subcontractor engaged by Acceleration Partners for the Processing of Personal Data.

2. For ease of reading, some other terms are defined later in the DPA. Capitalized terms not otherwise defined in the DPA will have the meaning set forth in this Agreement.

Scope, Relationship of the Parties, and Data Use Limitations

3. This DPA applies only to the following data provided by Customer to Acceleration Partners: the following Personal Data about Customer’s customers, end users or potential business leads: IP address.
4. Acceleration Partners shall comply with all applicable provisions of Applicable Law and shall provide the same level of protection for Personal Data as required of Customer under Applicable Law. Acceleration Partners will Process the Personal Data only to: (i) carry out the Services for Customer; (ii) comply with this DPA; and (iii) carry out Customer’s

reasonable written instructions that are consistent with this Agreement and this DPA. Acceleration Partners shall comply with any applicable restrictions under Applicable Law on combining Personal Data with personal data that Acceleration Partners receives from, or on behalf of, another person or persons, or that Acceleration Partners collects from any interaction between it and any individual.

5. Further details regarding Acceleration Partners' processing operations, including the purposes for processing Personal Data, are set forth in Schedule A.
6. Acceleration Partners hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them. Acceleration Partners will notify Customer within five (5) business days if Acceleration Partners makes a determination that it can no longer meet its obligations under Applicable Law.
7. Customer shall have the right, upon seven (7) business days' notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Data by Acceleration Partners.
8. If Applicable Law requires Acceleration Partners to engage in Processing not permitted by the above, Acceleration Partners will first inform Customer of the relevant legal requirement, unless the Applicable Law prohibits such notification on important grounds of public interest.

Confidentiality and Training

9. Acceleration Partners will ensure that the persons Acceleration Partners authorizes to Process the Personal Data are contractually required to maintain the confidentiality of such data. Acceleration Partners will train relevant employees regarding privacy, confidentiality, and data security.

Security

10. Acceleration Partners will comply with the security obligations of the GDPR and other Applicable Law. Acceleration Partners will assist Customer in Customer's compliance with such obligations by implementing technical and organizational measures that comply with Applicable Law and Schedule B. Acceleration Partners may make future replacements or updates to the measures, so long as the measures continue to comply with Applicable Law and do not lower the level of security provided for the Personal Data.

Subprocessors

11. Acceleration Partners may subcontract the collection or other Processing of Personal Data (i) only in compliance with Applicable Law regarding subprocessing, including GDPR Art. 28, (ii) only with Customer's consent and (iii) only if Acceleration Partners has imposed contractual obligations on the Subprocessor that are substantially the same as, or more restrictive than, those imposed on Acceleration Partners under this DPA.
12. Customer consents to Acceleration Partners' current Subprocessors, which are listed in Schedule C (the "**Subprocessor List**"). When any new Subprocessor is engaged, Acceleration Partners will notify Customer by email to the Designated Address at least 10 business days prior to giving the Subprocessor access to the Personal Data.
13. If Customer has any reasonable objection to the new Subprocessor, Customer may terminate Customer's subscription to the Acceleration Partners Services, effective on a Customer-specified date, by providing written notice of the termination and its basis. Promptly after termination, Acceleration Partners will refund any unused prepaid fees. Customer is deemed to consent to the new Subprocessor if Customer does not terminate the subscription or if Customer's termination takes effect later than 10 business days after receipt of the notification.
14. Acceleration Partners remains liable for its Subprocessors' acts and omissions to the same extent Acceleration Partners is liable for its own, consistent with the limitations of liability set forth in this Agreement or this DPA.

Assistance Responding to Individuals' Requests to Exercise Rights

15. Acceleration Partners will assist Customer with the fulfilment of Customer's obligation to honor requests by individuals to exercise their Personal Data-related rights under the GDPR or other Applicable Law (a "**Data Subject Request**"), such

as rights to access, correct, or delete their Personal Data, by complying with this “Assistance Responding to Individuals’ Requests to Exercise Rights” section of this DPA.

16. If Acceleration Partners receives a Data Subject Request or a complaint from an individual or their representative and the communication identifies Customer (or if Acceleration Partners is aware that the communication pertains to the Personal Data Acceleration Partners holds for Customer), Acceleration Partners will forward the communication to Customer:
 - a. as soon as commercially practicable; but
 - b. no later than within 72 hours of receipt if the communication arrives via aplegal@accelerationpartners.com or any other contact method specified in Acceleration Partners’ then-current publicly available Privacy Policy.
17. Specifically, Acceleration Partners will forward such communication to the Designated Address.
18. Within 72 hours of Customer’s request, Acceleration Partners will (i) completely fulfill any Data Subject Request and (ii) inform Customer that it has done so. Where fulfilling the Data Subject Request requires provision of a copy of the Personal Data, or other information, Customer can select on a case-by-case basis whether Acceleration Partners will provide it to Customer (the default) or to the requesting individual.
19. Where necessary, Customer shall inform Acceleration Partners of any other Data Subject Request that Acceleration Partners must comply with, and provide the information necessary for Acceleration Partners to comply with the request.

Personal Data Breach

20. Acceleration Partners will comply with the Personal Data Breach-related obligations applicable to it under the GDPR and other Applicable Law. Acceleration Partners will assist Customer in complying with those applicable to Customer by informing Customer of a confirmed Personal Data Breach without undue delay and in any event within 48 hours of becoming aware and by otherwise complying with this “Personal Data Breach Notification” section of this DPA.
21. Acceleration Partners will provide such notification to Customer at the Designated Address.
22. Such notification is not an acknowledgement of fault or responsibility. The notification will include Acceleration Partners’ then-current assessment of the following, which may be based on incomplete information:
 - a. The nature of the Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
 - b. The likely consequences of the Personal Data Breach; and
 - c. Measures taken or proposed to be taken by Acceleration Partners to address the Personal Data Breach including, where applicable, measures to mitigate its possible adverse effects.
23. Acceleration Partners will provide prompt updates to such information as it becomes available.
24. If the Personal Data Breach results from Acceleration Partners’ breach of this DPA, Acceleration Partners will promptly reimburse Customer for the costs of any legally required notification to affected individuals.

Assistance with DPIAs and Consultation with Supervisory Authorities

21. Acceleration Partners will provide reasonable assistance to and cooperation with Customer for (i) Customer’s performance of any data protection impact assessment of the Processing or proposed Processing of the Personal Data involving Acceleration Partners, and (ii) related consultation with supervisory authorities.

Data Return and Destruction

22. Acceleration Partners will destroy all Personal Data within 30 days after the termination of this Agreement (including on all Subprocessor systems) except to the extent Applicable Law requires storage of the Personal Data.
23. In the event of such legally required retention of the Personal Data, (i) Acceleration Partners will inform Customer as soon as legally permitted, (ii) Acceleration Partners will retain only Personal Data that it is legally required to retain and will retain it only as long as is legally required, (iii) during the retention period, Acceleration Partners will refrain from

Processing the Personal Data and will continue to comply with this DPA with respect to the Personal Data, to the extent legally permitted, and (iv) Acceleration Partners will destroy the Personal Data and inform Customer of such destruction as soon as legally permissible.

24. If requested by Customer within 10 days after the termination of this Agreement, Acceleration Partners will first return a copy of the Personal Data to Customer in any reasonably requested format before the destruction described above.
25. Acceleration Partners will provide certification of the destruction and/or return within 10 days of Customer's written request.

Compliance Verification and Audits

26. Acceleration Partners will make available to Customer all information reasonably necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer.

Data Transfers

27. Customer authorizes Acceleration Partners to make international transfers of the Personal Data only if (i) Applicable Law for such transfers is respected and (ii) the transfer is otherwise permitted by this DPA.
28. If:
 - a. A Party's transfer of any Personal Data to the other must comply with GDPR Chapter V (Transfers of personal data to third countries or international organisations) or equivalent restrictions in UK or Swiss law,
 - b. the transfer is to Acceleration Partners, and
 - c. Acceleration Partners has a membership in the EU-U.S. Data Privacy Framework or in an equivalent framework for the UK or Switzerland and such membership can serve to legitimize the transfer under GDPR Chapter V or equivalent UK or Swiss law,the transfer shall be deemed to take place pursuant to such membership.
29. If the conditions in Section 28 are not satisfied, and to the extent required under UK Data Protection Law,
 - a. the UK SCCs form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and they will be deemed completed as follows:
 - i. Table 1 of the UK SCCs:
 1. The Parties' details shall be the Parties and their affiliates to the extent any of them is involved in such transfer, including those set forth in Schedule A.
 2. The Key Contact shall be the contacts set forth in Schedule A.
 - ii. Table 2 of the UK SCCs: The Approved EU SCCs referenced in Table 2 shall be the EU SCCs as executed by the Parties pursuant to this Addendum.
 - iii. Table 3 of the UK SCCs: Annex 1A, 1B, and II shall be set forth in Schedule A.
 - iv. Table 4 of the UK SCCs: Either party may end this Addendum as set out in Section 19 of the UK SCCs.
 - v. By entering into this DPA, the Parties are deemed to be signing the UK SCCs and their applicable Tables and Appendix Information.
29. If the conditions in Section 28 are not satisfied, and to the extent required under the Swiss Federal Act on Data Protection ("FADP"),
 - a. the EU SCCs form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and shall be deemed to have the following differences:

- i. References to the GDPR in the EU SCCs are to be understood as references to the FADP insofar as the data transfers are subject exclusively to the FADP and not to the GDPR.
- ii. The term “member state” in the EU SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the EU SCCs.
- iii. References to personal data in the EU SCCs also refer to data about identifiable legal entities until the entry into force of revisions to the FADP that eliminate this broader scope.
- iv. Under Annex I(C) of the EU SCCs (Competent supervisory authority): where the transfer is subject exclusively to the FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner, and where the transfer is subject to both the FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the FADP, and the supervisory authority is as set forth in the EU SCCs insofar as the transfer is governed by the GDPR.

30. If the conditions in Section 28 are not satisfied, and to the extent otherwise legally required, the EU SCCs form part of this DPA and take precedence over the rest of this DPA to the extent of any conflict, and they will be deemed completed as follows:

- a. Customer acts as a controller and Acceleration Partners acts as Customer’s processor with respect to the Personal Data subject to the EU SCCs, and its Module 2 applies.
- b. Clause 7 (the optional docking clause) is included.
- c. Under Clause 9 (Use of sub-processors), the parties select Option 2 (General written authorization). The initial list of sub-processors is set forth below in Schedule C of this DPA, and Acceleration Partners shall update that list at least 10 business days in advance of any intended additions or replacements of sub-processors.
- d. Under Clause 11 (Redress), the optional requirement that data subjects be permitted to lodge a complaint with an independent dispute resolution body does not apply.
- e. Under Clause 17 (Governing law), the parties choose Option 1 (the law of an EU Member State that allows for third-party beneficiary rights). The parties select the law of Ireland.
- f. Under Clause 18 (Choice of forum and jurisdiction), the parties select the courts of Ireland.
- g. Annexes I and II of the EU SCCs are set forth in Schedule A of the DPA.
- h. Annex III of the EU SCCs (List of subprocessors) is inapplicable.

Survival

30. This DPA survives termination of this Agreement for so long as Acceleration Partners continues to Process such Personal Data.

Schedule A to DPA
Annexes I and II of the EU SCCs

ANNEX I

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s): The exporter is the Customer specified in the Services Agreement.

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: The provision of data to Acceleration Partners about Customer's customers, end users or potential business leads.

Signature and date: ...

Role (controller/processor): Controller

Data importer(s): Acceleration Partners, provider of the Services.

Name: Acceleration Partners LLC

Address: 6 Liberty Sq., PMB 96813, Boston, MA 02109

Contact person's name, position and contact details: Krislyn Huan, Director, Internal Counsel (khuan@accelerationpartners.com); Shane Gibbons, Senior Manager, Technology (sgibbons@accelerationpartners.com)

Activities relevant to the data transferred under these Clauses: The importer will perform the Services as described in the Services Agreement when requested by the exporter.

Signature and date: ...

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

Categories of data subjects whose personal data is transferred: Customer's customers, end users or potential business leads.

Categories of personal data transferred: IP addresses.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures. None.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis). On a continuous basis for as long as Customer is engaging Acceleration Partners to provide the Services

Nature of the processing: The importer will perform the Services as described in the Services Agreement when requested by the exporter.

Purpose(s) of the data transfer and further processing: To perform the Services as described in the Services Agreement.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: For so long as the exporter is engaging the importer to perform the Services. The importer will delete the data within the timeline described in the DPA.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: The subprocessors provide support to importer to perform the Services when requested by the exporter, and for so long as the exporter is engaging the importer. See Schedule D for additional detail.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13:

The parties shall follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Commission.

**ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO
ENSURE THE SECURITY OF THE DATA**

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

See Schedule B immediately below.

Schedule B to DPA
Information Security Addendum

Acceleration Partners has established and agrees to maintain a written information security and privacy program (the “**Information Security Program**”) designed to comply with this Information Security Addendum and Applicable Law. Terms not defined herein have the meaning set forth in the DPA.

As part of its program, Acceleration Partners has implemented and agrees to maintain administrative, technical, and physical security safeguards designed to protect the confidentiality, integrity, and availability of Personal Data, including but not limited to:

- **Administrative and Organizational Safeguards**

- Acceleration Partners maintains policies and procedures for the security of Personal Data, including the following:
 - Written information security policies that set forth Acceleration Partners’ procedures with regard to maintaining the safeguards set forth in this Information Security Addendum.
 - Incident Response Plan, which sets forth Acceleration Partners’ procedures to investigate, mitigate, remediate, and otherwise respond to security incidents.
- Acceleration Partners conducts an annual review of its IT security framework.
- Acceleration Partners maintains role-based access restrictions for its systems, including restricting access to only those Acceleration Partners employees that require access to perform the Acceleration Partners Services or to facilitate the performance of such Acceleration Partners Services, such as system administrators, consistent with the concepts of least privilege, need-to-know, and separation of duties.
- Acceleration Partners periodically reviews its access lists to ensure that access privileges have been appropriately provisioned and regularly reviews and terminates access privileges for Acceleration Partners employees that no longer need such access.
- Acceleration Partners assigns unique usernames to authorized Acceleration Partners employees and requires that Acceleration Partners employees’ passwords satisfy minimum length and complexity requirements and be changed periodically.
- Acceleration Partners regularly provides training to employees, as relevant for their roles, on confidentiality and security.
- Acceleration Partners requires relevant Acceleration Partners employees to acknowledge Acceleration Partners’ Information Security Program annually.
- Acceleration Partners has a policy in place to address violations of its Information Security Program.

- **Technical Security**

- Acceleration Partners logs system activity—including authentication events, changes in authorization and access controls, and other system activities.
- Acceleration Partners has implemented workstation protection policies for its systems, including automatic logoff after a period of inactivity and locking the system after a defined number of incorrect authentication attempts.
- Acceleration Partners requires multi-factor authentication on its systems for administrative users.
- Acceleration Partners conducts periodic vulnerability scans and assessments on all systems storing, processing, or transmitting Personal Data to identify potential vulnerabilities and risks to Personal Data.



- Acceleration Partners remediates identified vulnerabilities in a risk-prioritized and timely manner, including timely implementation of all high-risk mitigating manufacturer- and developer-recommended security updates and patches to systems and software storing, transmitting, or otherwise Processing Personal Data.

- **Incident Response**

- Consistent with its Incident Response Plan, Acceleration Partners takes steps in the aftermath of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data to investigate, mitigate, remediate, and otherwise respond to such security incident. Acceleration Partners will inform Customer of a confirmed Personal Data Breach without undue delay and in any event within 48 hours of becoming aware.
- In the event that Customer is subject to a regulatory inquiry or threatened litigation relating to a security incident, Acceleration Partners will provide Customer with reasonable assistance and support in responding to such investigation.

- **Subprocessors**

- Acceleration Partners conducts diligence of prospective subprocessors to ensure that they are capable of meeting the security standards set forth in this Information Security Addendum and requires them to comply with terms that are substantially similar to those set forth in this Information Security Addendum.

Schedule C to DPA
Subprocessor List

Company	Scope of Subprocessing
Microsoft	Provides email and SharePoint systems
Globalis Media	Provides certain back-office support to account management teams
Growth Assistant	Provides certain back-office support to account management teams
Amazon Web Servers	Provides intelligence system for APVISION reporting
SpotDraft	Provides contract automation and management software platform