

## Appendix 4.5 Supplier Standard Terms & Conditions

### Standard terms and conditions for services supplied by KPMG Norway

These *Standard terms and conditions* constitute, together with the *Engagement letter and its enclosures*, KPMG's *Engagement contract* for the delivery of our services. The Engagement letter and its enclosures shall have priority over the Standard terms and conditions.

The words and expressions used below shall have the following meaning in the Engagement contract:

**KPMG or KPMG Norway** (or deviations) mean all KPMG entities in Norway, including KPMG AS (business reg. no. 935 174 627), KPMG Law Advokatfirma AS (business reg. no. 912 056 880), KPMG Regnskapservice AS (business reg. no. 923 070 559) and KPMG Tax AS (business reg. no. 966 429 526).

**The Engagement team:** KPMG partners and employees that are involved in the delivery of the services specified in the Engagement letter.

**KPMG Personnel:** KPMG Partners or employees of KPMG and other KPMG entities in Norway and abroad.

**The Company:** The entity appointed as the client in the Engagement letter. The term also includes the management and directors of the Company. The term will apply to the extent it is applicable for clients that are physical persons or public bodies.

**The Services:** The services KPMG shall render to the Company according to the Engagement contract.

#### 1 The engagement

- 1.1 KPMG will in the Engagement letter always appoint a person who shall be responsible for the delivery of the Services. Even if KPMG appoints individual persons as members of the Engagement team, KPMG has, when needed, the right to replace these with other persons, assuming that the said replacement does not reduce the quality of the Services or incur additional costs for the Company.
- 1.2 The engagement is defined in the specifications laid down in the Engagement contract. Should unforeseen circumstances arise, that affect the content and/or scope of our instructions to a significant extent, KPMG is entitled to renegotiate the relevant aspects of the Engagement contract.
- 1.3 KPMG has no obligation to update advice, recommendations or assessments based on circumstances that occur after KPMG has supplied the Services or after our engagement has been otherwise terminated.
- 1.4 The Company may rely only on final written deliverables and not on draft deliverables.
- 1.5 If the Company should assert that the Services are inconsistent with the Engagement contract, KPMG has the right to rectify any defect or imperfection, provided rectification is not deemed futile.

#### 2 Restrictions, intellectual property rights

- 2.1 Any assessments, advice or recommendations from KPMG are intended for the internal use of the Company only. The Company warrants that it will not copy, refer to or disclose to any third party any advice, assessments or recommendations provided by KPMG without KPMG's prior written consent. The same applies to anything the Company may learn about KPMG's ideas, concepts, models, information, know-how, methodology, etc. The provisions of this clause 2.1 do not apply when providing tax services to an audit client registered with the Securities and Exchange Commission ("SEC") or an affiliate of such entity (as defined by the SEC), or when KPMG delivers U.S tax advice to other clients. SEC registered clients must inform KPMG of any confidentiality conditions imposed by other tax advisers pertaining to any transaction or matter on which KPMG's tax service is requested.
- 2.2 The Company shall hold KPMG harmless against any and all losses, damages or expenses that may be accrued as a result of the Company's breach of its obligations under section 2.1. This clause 2.2 is not applicable to the extent it is in conflict with Public Company Accounting Oversight Board (PCAOB) or SEC auditor independence rules.
- 2.3 The Company may use the documents and material they have paid for to develop with the exceptions prescribed under section 2.1-2.2. However, KPMG will retain the copyright and all other intellectual property rights to the material that is rendered. KPMG shall also retain the rights to ideas, concepts, models, information, know-how etc. that is developed in connection with the Services.
- 2.4 It may be necessary as a result of the Services or agreed between parties that the Company utilizes KPMG-owned or -licensed software, software agents, scripts, technologies, tools or applications ("KPMG Technology") after which KPMG holds all rights as aforementioned. If Company use KPMG Technology on its systems the Company is solely responsible for following the Company's own internal guidelines relating to use of such technology (including without limitation appropriate backup of Company's information and systems before such KPMG Technology is utilized). In consideration of the foregoing, KPMG hereby grants Company the right to use KPMG Technology solely to facilitate for the Services and not to any other purposes or use by third parties outside of Company's organization without KPMG's prior written approval. Company agrees to keep KPMG Technology confidential and using no less than a reasonable standard of care to protect it from unauthorized disclosure or use. The Company is responsible for incorrect use of KPMG Technology and which may lead to unintended results.
- 2.5 KPMG is entitled to use sanitized and anonymised information regarding the Services for internal training purposes, improving our Services and/or quality and technology, knowledge management and potential marketing purposes.

#### 3 The Company's liability

- 3.1 The Company is responsible for, and shall provide KPMG with all the resources and support required to complete KPMG's instructions within the timeframe agreed. In practice, this means that the Company itself is responsible for ensuring that the underlying material presented to KPMG is complete and relevant. The Company therefore warrants that it will give the Engagement team unrestricted access to recorded information, documentation and other information necessary to carry out the Services. This applies even if KPMG, in its capacity as appointed auditor and/or has assisted the Company with related services and consequently is in possession of knowledge and information concerning the Company. It is expected that key personnel within the Company allocates sufficient time in order to assist in retrieving necessary information.

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- 3.2 The Company shall continuously keep KPMG informed of any circumstances that may affect the engagement.
- 3.3 The Company warrants that it is entitled to give KPMG the information it dispatches to KPMG and that KPMG is entitled to use this information in connection with the execution of the Services (including information covered by the Norwegian Data Privacy Act).

### 4 Information and communication

- 4.1 Subject to the standard terms and conditions herein The Engagement team shall not disclose confidential information to a third party.
- 4.2 KPMG is entitled to trust instructions and information provided by the Company and has no duty to verify such instructions and information from anyone that KPMG could reasonably assume acted on behalf of the Company, unless otherwise specified in mandatory law.
- 4.3 KPMG is entitled to communicate with the Company by way of unsecure channels such as email, telephony, facsimile, video conferences etc., unless the Company explicitly requests KPMG not to do so in writing. Use of unsecure communication channels entails that:
- 4.4 Both parties are deemed to have accepted the risk such communication involves (including security risks of information coming into the hands of unauthorised parties, risk of communications disappearing, viruses, etc.)
- 4.5 The Company cannot hold KPMG responsible if the communication does not reach the intended recipient, including but not limited to emails being rejected by KPMG's anti-virus systems.

### 5 Data Protection

- 5.1 Any processing of personal data will be in accordance with applicable Norwegian data protection law. Unless otherwise is communicated KPMG shall act as a data controller. Personal data will be used in the manner and purposes set out in KPMG's privacy notice which can be found at the following link <https://home.kpmg.com/no/nb/home/misc/privacy.html>. The Company should bring the aforementioned privacy notice to the attention of its staff. Personal data will only be used for the purposes pursuant to the Engagement letter and appendices.
- 5.2 The Company warrant and represent to have any necessary consent, provided necessary notice and done all things required under applicable data protection laws and regulations to disclose personal data to KPMG in connection with the Services. The Company must inform KPMG in writing if you provide KPMG with special category data.
- 5.3 KPMG shall take appropriate technical and organizational steps to protect against unauthorized or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data. KPMG's information security systems comply with all relevant requirements regarding the processing of personal data. Satisfactory documentation regarding information security and safety audits will be provided upon the Company's request. KPMG may share personal data with companies in the KPMG network when necessary.
- 5.4 KPMG will retain personal data as long as our business relationship with you exist or we are legally required to do so. Written correspondence and documentation may be stored electronically by KPMG for up to 10 years and then deleted unless otherwise specified in mandatory law.
- 5.5 KPMG shall process personal data (i) to provide the Services, (ii) for KPMG's reasonable business purposes including facilitation and support of our business and quality control; and (iii) to meet KPMG's legal and regulatory obligations. KPMG may share personal data to KPMG Personnel, business partners and other parties in connection with such purposes, herein KPMG may rely on assistance from data processors, including third party service- and software providers, webhosting, backup, security and storage. When KPMG involve data processors, we enter into a data processing agreement ensuring that the Company's data is processed in accordance with relevant legislation and KPMG's privacy notice.
- 5.6 KPMG shall notify the Company promptly: (i) upon receiving a request for personal data or other request from a data subject, or if KPMG receive any claim, complaint or allegation relating to the processing of the personal data; (ii) upon becoming aware of any breach of security leading to the destruction, loss or unlawful disclosure of the personal data in KPMG's possession or control.

### 6 Duty of confidentiality

- 6.1 The Engagement team and all KPMG Personnel are subject to strict international rules concerning client confidentiality. The Engagement team and KPMG Personnel shall also comply with the relevant Norwegian law on confidentiality to the extent such law applies to the engagement.
- 6.2 All KPMG Personnel in co-operating KPMG firms are subject to KPMG's international confidentiality requirements. By signing the Engagement contract, the Company releases KPMG from the duty of confidentiality in relation to KPMG International, co-operating KPMG companies in Norway, and other members of the KPMG network abroad and their personnel and/or external legal advisers, to the extent this is necessary in order to fulfil the Engagement, perform client and engagement acceptance procedures (including to reveal any possible conflicts of interest or independence issues), perform internal risk assessments and support the maintenance of quality and professional standards in the conduct and delivery of services (including quality reviews, to identify and mitigate any KPMG quality, conduct or related risk management issues). KPMG may co-operate with and share confidential information, including personal data, relating to the Company with KPMG Personnel, sub-contractors or with other third party service providers to facilitate the administration of KPMG's business, support KPMG's infrastructure and/or to perform data analytical services. KPMG Technology and confidential information may be hosted in cloud environments operated by KPMG or such third party service providers. Confidential Information, including personal data, may in this connection be transferred, processed, and archived outside Norway. KPMG shall remain responsible for preserving confidentiality where Confidential Information, including personal data, is shared with, transferred to or processed and archived by KPMG Personnel, sub-contractors or other parties.
- 6.3 The Engagement team shall also comply with the Company's internal policy for protection of confidential information, provided that that the Company has made these available to the Engagement team.
- 6.4 Reference is also made to other statutory exceptions from client confidentiality, including the Money Laundering Act, the Auditors Act, the Bankruptcy Act, the Securities Trading Act and the Financial Supervision Act.

### 7 Conflicts of interest/independence

- 7.1 The Engagement team and KPMG Personnel are obliged to comply with KPMG's international independence requirements. As long as KPMG works with the engagement, KPMG will, as soon as it comes to KPMG's knowledge, confer with the affected parties if undertaking any new instructions for clients other than the Company may entail a risk of breaching KPMG's professional loyalty or independence obligations.
- 7.2 If an engagement for a third party is potentially conflicting with the Company's interests and KPMG is aware of this, KPMG will confer with the concerned parties prior to accepting such engagement.

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7.3 For audit clients: Pursuant to the Auditors Act no KPMG Personnel shall act in such a way that there is a risk of self-review, self-interest, bias confidentiality or pressure which may weaken confidence in the auditor's independence, cf. the Auditor Act chapter 8. For public interest entities, special rules also apply in accordance with auditing regulations, cf. the Auditor Act chapter 12.

### 8 Fees and payment obligations

- 8.1 KPMG's fees are stated in the Engagement letter with enclosures.
- 8.2 KPMG's services are subject to VAT, unless the service is comprised by the statutory exceptions in the VAT Act.
- 8.3 If KPMG pursuant to the instructions of the Company consults with external advisors that are considered sub-contractors to KPMG, KPMG will invoice the Company any fees invoiced by the sub-contractors in addition to KPMG's other fees.
- 8.4 In addition to the fee, KPMG will invoice any expenses for travel and other costs that are incurred in connection with the delivery of the Services.
- 8.5 If the Company is subject to regulatory inquiries or involved in litigation and KPMG Personnel is requested to provide documentation, information or act as witness, the Company shall reimburse all of KPMG's incurred costs.
- 8.6 KPMG is entitled to invoice the Company continuously for Services rendered. The frequency of the invoicing is laid down in the Engagement letter.
- 8.7 Upon termination of the Engagement, KPMG will settle the account and send its final invoice to the Company.
- 8.8 KPMG's invoices are due for payment 14 days after the invoice date. Unless otherwise agreed a NOK 75,- invoice fee will be charged.
- 8.9 The Company may not offset amounts due to KPMG against claims the Company has, or claims to have, against KPMG including price reduction claims.
- 8.10 If KPMG's fees and expenses have not been settled in due time, KPMG will invoice a statutory penalty interest of the sums due.
- 8.11 Should the engagement be terminated, for whatever reason, KPMG is, entitled to receive fees for the Services rendered up until the termination is effective in addition to costs and disbursements.
- 8.12 Unless agreed otherwise, fixed fees will be adjusted annually with effect from 1 September equivalent to the annual growth in the SSB (Central Bureau of Statistics) for monthly earnings in the sector for administrative and support service activities. If it is agreed that the fee shall be based on time spent, KPMG's current hourly rates shall apply.

### 9 Proof of identity

9.1 According to the Act pertaining to combating money laundering etc. (the Money Laundering Act) with regulations, KPMG is entitled to request the Company, including its directors and management, to provide all information necessary for KPMG to fulfill its obligations after the Money Laundering Act. KPMG can, if necessary, carry out an identity control in connection with the renewal of existing engagements or in connection with new Engagement contracts.

### 10 Relations with third parties and assignment

- 10.1 Nothing in the Engagement contract provides third party with any rights. No third party can invoke any provision in the Engagement contract.
- 10.2 Neither of the parties shall be entitled to assign any rights or obligations under the Engagement contract to any third party without the other party's prior written consent.

### 11 KPMG's and the Engagement team's liability and limitation of liability

- 11.1 The limitations of liability in this section only apply as long as they are not in conflict with mandatory law. Furthermore, the limitations of liability in this section does not apply if audit services, review services and agreed upon procedures is performed under the standards of the PCAOB or other standards in connection with financial statements to be filed with or furnished to the SEC.
- 11.2 KPMG's and the Engagement team's total liability is limited to the Company's direct losses.
- 11.3 KPMG's and the Engagement team's (including the partner in charge's) total liability shall in any case be limited to an amount equal to five times the fee (exclusive of VAT) that is invoiced for the specific Services to which the claim pertains.
- 11.4 KPMG's and the Engagement team's liability for KPMG Personnel's actions or omissions in connection with the technical preparation of draft tax return papers is limited to additional penalty tax. The term "tax return papers" comprises all tax papers that are filed with the public authorities in accordance with the Tax Assessment Act and the Tax Payment Act. KPMG cannot in any case accept any liability for any increased tax burden as a result of errors in the tax returns as submitted. Liability for additional penalty tax imposed is also limited in quantitative terms to five times the fees (excluding VAT) billed for technical assistance in completing the tax returns for the current assessment year.
- 11.5 In relation to attestation work to public authorities etc. in connection with the tax returns ("Næringsoppgave og Kontrolloppstilling"), cost refunds, contributions, tax relief and similar (including "Skattefunn"), KPMG and the Engagement team are not liable for tax consequences or other losses caused by the reimbursements or contribution claims not being in accordance with current applicable law.
- 11.6 Unless it is specifically agreed that external advisors are sub-contractor of KPMG, KPMG shall have no liability for advice and/or information rendered by other parties than KPMG Personnel, even if KPMG has facilitated the contact between the Company and the external advisors. If KPMG-companies domiciled abroad are sub-contractors to KPMG, the Company can only advance claims against KPMG Norway in case of breach of contract caused by the sub-contractor.
- 11.7 The limitation of liability in this section applies correspondingly if KPMG is held responsible for losses caused by a sub-contractor.

### 12 Force Majeure

12.1 If an event beyond a party's control occurs which it could not reasonably have foreseen when the Engagement contract was entered into, and which it cannot reasonably be expected to overcome or avert the effects of, the other party shall be notified immediately. If such an event occurs, the obligations of the parties are postponed until the circumstances that prevent the services of the party are altered or diminished so that the Services may be delivered. Neither party will be deemed to be in breach of contract in cases of Force Majeure.

### 13 Termination of Engagement Contract

13.1 The Engagement contract will run until the time both parties sign a new contract or the Engagement contract is terminated otherwise.

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- 13.2 As a main rule, KPMG and the Company may terminate the Engagement contract at any time with effect 30 days from the time KPMG or the Company receives written notice of this. For audit clients, the Companies Act /the Public Companies Act chapter 7 (or equivalent legislation for other forms of organization) govern the Company's right to terminate the Engagement contract. The Auditor Act section 9-6 governs KPMG's right and duty to resign as auditor.
- 13.3 If the Company terminates an engagement, the Engagement contract will, unless the Company has notified in writing that all other engagements have been terminated, still apply as far as it covers other engagements running at the time of termination.
- 13.4 KPMG may terminate the Services if they conflict with relevant independence rules.
- 14 Choice of law and legal venue**
- 14.1 The Engagement contract is governed and construed by Norwegian law. Any disputes arising from the Engagement contract shall be settled by the ordinary courts. The court where KPMG is domiciled shall have jurisdiction.

# Mastercard RiskRecon End User License Agreement

## Updated: April 2024

Subscriber has either (i) purchased from an authorized Mastercard reseller (“**Reseller**”) subscriptions to certain Hosted Services developed and owned by RiskRecon Inc. (“**RiskRecon**”) and made available by Mastercard or its Affiliates (a “**Reseller Subscription**”); (ii) been granted access by Mastercard on a trial basis, free of charge (a “**Free Trial**”) to use certain Hosted Services developed and owned by RiskRecon and made available by Mastercard or its Affiliates; (iii) entered into an Enrollment Form (an “**Enrollment Form**”) with Mastercard for the purchase of subscriptions to certain Hosted Services developed and owned by RiskRecon and made available by Mastercard or its Affiliates (a “**Direct Enrollment Subscription**”); or (iv) been granted access to or otherwise purchased from Mastercard subscriptions to use certain Hosted Services developed by RiskRecon and made available by Mastercard or its Affiliates (“**Other Direct Subscription**”). For the avoidance of doubt, any subscription used by a Reseller to provide Indirect Bundled Services (as defined in the applicable Reseller Agreement) shall be deemed a Reseller Subscription where the Reseller is the Subscriber hereunder.

This Agreement sets forth the terms and conditions under which the Hosted Services will be made available and under which Subscriber will access and use the Hosted Services, all of which will be subject to the terms and conditions of this Agreement.

## 1. DEFINITIONS

The following definitions shall be used for purposes of this Agreement.

- “**Affiliate**” means, in relation to a party, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with that party from time to time.
- “**Control**” means, in relation to a corporate entity, the power, by operation of law or as a matter of fact, to exercise, whether directly or indirectly, a decisive influence on the orientation of such entity’s management or the appointment of the majority of its directors; “**Controls**” and “**Controlled**” will be interpreted accordingly.
- “**Documentation**” means the program guides, manuals, release notes, reference guides, specifications or other documents relating to the Hosted Services provided or made available by Mastercard or its Affiliates to the Subscriber, from time to time.

- **“Effective Date”** means (i) in the case of Reseller Subscription, the effective date set forth in the Purchase Order; (ii) in the case of a Direct Enrollment Subscription, the effective date set forth in the Enrollment Form; and (iii) in the case of a Free Trial or Other Direct Subscription, the date that Mastercard first makes the Hosted Services available to Subscriber.
- **“Error”** means a material failure of the Hosted Services to conform to its functional specifications, excluding failures resulting from Subscriber’s or its Users’ negligence or improper use of the Hosted Services.
- **“Government Subscriber”** means a government, whether at supranational, federal, state, provincial or municipal, an agency, body, authority or instrumentality of a government and includes any entity, including a commercial entity, where any government or combination of governments hold the controlling equity interest or other means of control.
- **“Hosted Service(s)”** means software, data, and services and updates thereto developed and owned by RiskRecon that are either (i) purchased by Subscriber from Reseller, as reflected in a Purchase Order, and made available by Mastercard or its Affiliates to Subscriber over a network; or (ii) made available by Mastercard or its Affiliates to Subscriber over a network in connection with a Free Trial, Direct Enrollment Subscription or Other Direct Subscription.
- **“Intellectual Property Rights”** means any and all now or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including copyrights or works of copyright, moral rights, and mask-works; (b) Marks and similar rights; (c) trade secret rights; (d) patents, designs, algorithms, and other industrial property rights; (e) all other intellectual and industrial property rights of every kind and nature throughout the world and however designated (including domain names, logos, “rental” rights, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof currently or hereafter in force (including any derivative rights in any of the foregoing).
- **“Marks”** means trademarks and service marks (whether registered or at common law), trade names, business names, logos, symbols, and Internet domain names, or any abbreviation or contraction thereof.
- **“Mastercard”** means (i) in the case of a Direct Enrollment Subscription, the Mastercard entity that signs the Enrollment Form; and (ii) in all other cases, **Mastercard International Incorporated**, a Delaware corporation with offices at 2000 Purchase Street, Purchase, New York, 10577, or if the Subscriber is located outside of North America, the Affiliate of

Mastercard International Incorporated that is the Mastercard contracting party for the jurisdiction in which Subscriber is located (“**Mastercard**”).

- “**Mastercard Binding Corporate Rules**” means the Mastercard Binding Corporate Rules as approved by the EEA data protection authorities and available at <https://www.mastercard.us/content/dam/mccom/global/documents/mastercard-bcrs.pdf>.
- “**Mastercard Group**” means Mastercard and its Affiliates.
- “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly, or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- “**Processing of Personal Data**” (or “**Processing/Process**”) means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- “**Purchase Order**” means in the case of a Reseller Subscription, a purchase order, invoice, quote, agreement or other documentation between Subscriber and Reseller setting forth the Hosted Services and Subscription Quantities purchased by Subscriber from Reseller, the Territory within which Subscriber may use the Hosted Services and the fees to be paid by Subscriber for the Hosted Services.
- “**Report**” means any output resulting from the Hosted Services data which is available online for viewing via the Hosted Services and downloadable, including in electronic format such as .pdf.
- “**Subscription Quantity**” means (i) in the case of a Reseller Subscription, the quantity of subscriptions purchased as described in a Purchase Order; (ii) in the case of a Direct Enrollment Subscription, the quantity of subscriptions purchased as described in the Enrollment Form; and (iii) in the case of a Free Trial or Other Direct Subscription, the quantity of subscriptions that Mastercard or its Affiliates make available to Subscriber.



- **“Term”** means (i) in the case of a Reseller Subscription, the term applicable to any Hosted Service as set forth in the applicable Purchase Order; (ii) in the case of a Direct Enrollment Subscription, the Initial Term together with any Renewal Term, as described in [Section 2.1.3](#); and (iii) in the case of a Free Trial or Other Direct Subscription, the length of the Free Trial or Other Direct Subscription, as determined by Mastercard, in its sole discretion.
- **“Territory”** means, unless otherwise specifically provided for in writing by Mastercard, the jurisdiction where the principal place of business of Subscriber is located.
- **“User”** means an individual who is authorized by Subscriber to use the Hosted Services, for whom subscriptions to the Hosted Services have been purchased, and who have been supplied user identifications and passwords by Subscriber (or by Mastercard or its Affiliates, at Subscriber's request). Users may include but are not limited to employees, consultants, contractors and agents of Subscriber. Without limiting the foregoing, Users may also include Vendors authorized by Subscriber and permitted to access the Hosted Services to view Reports on a limited basis via an invitation-only process managed by Mastercard or its Affiliates for the purposes of understanding such Vendor's own cybersecurity risk profile in order to mitigate Subscriber's cybersecurity risk management concerns in relation to such Vendor.
- **“Vendor”** means a third-party technology provider or service provider Subscriber monitors or intends to monitor via the Hosted Services.

## 2. TERM AND TERMINATION

- Term
  - Reseller Subscriptions. In the case of a Reseller Subscription, the term of this Agreement shall commence on the Effective Date and shall expire upon the expiration of the last term for Hosted Services set forth in the Purchase Orders, unless the parties mutually agree in writing to extend it. Notwithstanding the foregoing, in the event that Mastercard provides written notice to the Subscriber that Reseller's authorization to act a reseller of Mastercard has been terminated (a **“Reseller Change Notice”**), the Subscriber's Reseller Subscription shall be automatically converted into a Direct Enrollment Subscription hereunder upon the same pricing terms previously agreed to in the applicable Purchase Order for the remainder of the term indicated therein. Following receipt of a Reseller Change Notice, [Section 4](#) hereof shall apply and Subscriber shall make all payments thereafter in respect to the Hosted Services



directly to Mastercard. To the extent requested by Mastercard, Subscriber shall execute an Enrollment Form evidencing the new Direct Enrollment Subscription.

- Free Trial. In the case of a Free Trial, the term of this Agreement shall commence on the Effective Date and shall expire on the earlier of (i) the date access to the Hosted Services is terminated by Mastercard, in its sole discretion, at any time and for any reason; and (ii) the start date of any paid subscription for Hosted Services purchased by Subscriber. Sections 2.2 through 5 shall not apply in the case of a Free Trial.
- Direct Enrollment Subscription In the case of a Direct Enrollment Subscription, the term of this Agreement shall commence on the Effective Date and continue in effect for a period equal to the “**Initial Term**” designated in the Enrollment Form. Unless otherwise agreed to in the Enrollment Form, at the end of the Initial Term, the term of this Agreement will automatically renew for successive one (1) year periods (each a “**Renewal Term**”) unless either party provides written notice of non-renewal of this Agreement to the other party at least sixty (60) days prior to the end of the then current Term.
- Other Direct Subscriptions. In the case of an Other Direct Subscription, the term of this Agreement shall commence on the Effective Date and shall expire on the earlier of (x) the date access to the Hosted Services is terminated by Mastercard, in its sole discretion, at any time and for any reason; or (y) the expiration of the term specified by Mastercard in writing to Subscriber as the term for the Other Direct Subscription. In the case of a Free Trial or Other Direct Subscription, Subscriber agrees that this Agreement and its access to the Hosted Services may be terminated by Mastercard, in its sole discretion, at any time and for any reason.
- Either party may terminate this Agreement in the event the other party materially breaches the terms of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. Additionally, Mastercard may terminate this Agreement immediately if Subscriber: (a) terminates its business operations; (b) commences any proceedings for the winding up of its business or the dissolution or liquidation of its business operations; (c) becomes insolvent; (d) suffers the appointment of a receiver or makes an assignment for the benefit of creditors; or (e) enters into voluntary or involuntary bankruptcy; (f) ceases to pay its debts as they become due. Subscriber agrees that its failure to pay any amounts due to Reseller or Mastercard, as applicable, in respect to the Hosted Services or its failure to otherwise comply with any other obligation under a Purchase Order, Enrollment

Form or any other agreement with Reseller or Mastercard, as applicable, with respect to the Hosted Services shall constitute a material breach of this Agreement.

- In the event a change in law or regulation prohibits or impairs the Mastercard Group's ability to provide the Hosted Services, or any portion thereof ("**Adverse Change**"), Mastercard may suspend the provision of, and Subscriber's right to access and use, the Hosted Services, or such affected portion thereof, for the duration of the Adverse Change, as may be necessary for the Mastercard Group to address the Adverse Change. If Mastercard, in its sole discretion, reasonably determines that it is unable to modify the Hosted Services to address the Adverse Change, Mastercard may terminate such Hosted Services or this Agreement upon written notice to Subscriber with no further liability to Subscriber.
- At any time, the Mastercard Group may terminate any Hosted Service or this Agreement: (a) upon ninety (90) days' notice, if the Mastercard Group discontinues such Hosted Service in one or more of the jurisdictions in which such Hosted Service is provided under this Agreement; (b) upon thirty (30) days' notice or earlier, if required by applicable law or the relevant authority, if the Mastercard Group is required by such law or governing authority to cease providing such Hosted Service in one or more of the countries in which such Hosted Service is provided under this Agreement; (c) immediately, if the Mastercard Group receives a claim or notice alleging that such Hosted Service infringes or violates a third party's Intellectual Property Rights; or (d) immediately, if Subscriber breaches any of Sections 5.5 or 6 hereof.
- In the case of Reseller Subscription, each Purchase Order will terminate upon the termination of this Agreement. Upon termination of (x) in the case of a Reseller Subscription, a Purchase Order, or (y) in the case of a Direct Enrollment Subscription or Other Direct Subscription, Subscriber's right to access and use the Hosted Services made available pursuant to such Reseller Subscription, Direct Enrollment Subscription or Other Direct Subscription, as applicable, shall terminate and, except to the extent agreed to in writing by the parties: (a) Subscriber shall cease all use of the Hosted Services and, if applicable, delete all copies in its possession or control, provided, that Subscriber shall be entitled to retain copies of any Reports generated prior to the effective date of the termination; (b) in the case of a Reseller Subscription, Subscriber shall promptly pay any amounts due or owed under the Purchase Order in accordance with its terms; (c) in the case of a Direct Enrollment Subscription or Other Direct Subscription, Subscriber shall promptly pay any amounts due or owed or that would be due or owed under this Agreement under the existing Term, which, for the avoidance of doubt, shall be equal to any amounts due and owed as of the effective date of termination

plus an early termination fee equal to any subscription fees that would have been due and payable over the Term assuming that this Agreement had not been terminated prior to the expiration thereof (the “**Early Termination Fee**”); and (d) all of Subscriber’s rights to any deliverables pursuant to this Agreement shall be revoked, provided, that Subscriber shall be entitled to retain copies of any Reports generated prior to the effective date of termination. Termination of the Hosted Services, this Agreement, or in the case of a Reseller Subscription, a Purchase Order, shall not relieve either party of any obligation accrued through the date of termination. In the case of a Direct Enrollment Subscription or Other Direct Subscription, if Mastercard terminates this Agreement pursuant to Section 2.3 or Section 2.4, or Subscriber terminates this Agreement pursuant to Section 2.2, (i) the Termination Fee noted above shall not apply; and (ii) Mastercard shall refund to Subscriber the pro-rata amount of Subscription Fees prepaid by Subscriber to Mastercard in respect each terminated Hosted Service for the remainder of each such Term.

- Sections 1, 2.4, 2.5, 4.2, 4.4, 5.5, 6, 7, 8, 9, 10 and 13 shall survive expiration or termination of this Agreement according to their terms.

### 3. HOSTED SERVICES

- Subscriber agrees that Mastercard’s Affiliates, including but not limited to RiskRecon, may perform any Hosted Services under this Agreement and any services in support of the Hosted Services
- Mastercard or its Affiliates shall make the applicable Hosted Services available to Subscriber and its Users pursuant to this Agreement during the Term. Subscriber agrees that its purchase of subscriptions for Hosted Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by the Mastercard Group with respect to future functionality or features.
- Mastercard or its Affiliates shall use commercially reasonable efforts to make the Hosted Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which Mastercard or its Affiliates shall use commercially reasonable efforts to provide Subscriber at least 72 hours’ notice via the Hosted Services); or (b) any unavailability caused by circumstances beyond the Mastercard Group’s reasonable control including, without limitation, acts of nature, pandemics, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Mastercard employees), computer, telecommunications, Internet service provider or hosting facility



failures or delays involving hardware, software or power systems not within the Mastercard Group's possession or reasonable control, and denial of service attacks.

## 4. SUBSCRIPTION FEES AND INVOICING FOR DIRECT ENROLLMENT SUBSCRIPTIONS AND OTHER DIRECT SUBSCRIPTIONS

The provisions of this Section 4 shall only apply in the case of Direct Enrollment Subscriptions and Other Direct Subscriptions.

- Subscriber shall pay Mastercard the fees ("**Subscription Fees**") for access to the Hosted Services as set forth (i) in the case of a Direct Enrollment Subscription, in the Enrollment Form; and (ii) in the case of an Other Direct Subscription, in any documentation provided to Subscriber in connection with the Other Direct Subscription (the "**ODS Documentation**"). Subscriber shall be invoiced for the Subscription Fees for each Hosted Service annually in advance, and each invoice will be due and payable 30 days from the date of such invoice. Except as expressly set forth in this Agreement, upon payment, Subscription Fees are non-refundable.
- To the extent applicable, where Subscriber is set up on the Mastercard Consolidated Billing System ("**MCBS**"), Subscriber's MCBS account may be directly debited for all costs incurred by the Mastercard Group. Where MCBS is used, Subscriber shall be responsible for maintaining sufficient funds in its MCBS account, failing which penalties shall be assessed against the Subscriber in accordance with Mastercard's standard policy. Mastercard reserves the right to designate an Affiliate including, but not limited to, RiskRecon, as billing agent for purposes of invoicing and collecting Subscription Fees. Any requests by Subscriber for further information to substantiate the Subscription Fees contained in an invoice shall be made by Subscriber to Mastercard and any such information shall be only be used internally by Subscriber and its professional advisers for purposes related to invoicing.
- In the case of a Direct Enrollment Subscription, for a multi-year Initial Term or any Renewal Term, the fees set forth in the Enrollment Form shall be adjusted on an annual basis on or around the anniversary of the Effective Date in accordance with the Renewals and True-Ups section of the Enrollment Form.
- Prices indicated in the Enrollment Form or ODS Documentation, as applicable, and all amounts billed under this Agreement are exclusive of all taxes. Other than taxes based on Mastercard's net income, Subscriber shall pay (and Mastercard shall have no liability for), any taxes, tariffs, duties and other charges or assessments imposed or levied by any government

or governmental agency in connection with this Agreement, including, without limitation, any federal, provincial, state and local sales, use, goods and services, value-added, withholding, personal property and applicable import and export duties or fees taxes on any payments due in connection with this Agreement. All sums payable by Subscriber to Mastercard under this Agreement shall be paid in full, free of any deductions and/or withholdings of any kind, except where any deduction or withholding is required by law. If any payment by Subscriber is subject to a deduction or withholding required by law, (i) Subscriber shall submit the amount required to be deducted or withheld to the applicable governmental agency and provide Mastercard with such evidence as Mastercard may reasonably request, to establish that such deduction or withholding has been paid as required by law; and (ii) Mastercard shall be entitled to receive from Subscriber (and Subscriber agrees to pay) such additional amount to ensure that the net sum received by Mastercard is the same as it would have received if that payment had not been subject to that deduction or withholding.

- Subscriber agrees that this Agreement is the sole document required to present to Subscriber's accounts payable department to authorize disbursement of funds. No separate purchase order or other documentation is required unless expressly identified herein. Subscriber acknowledges that the Subscriber representative who accepts this Agreement is duly authorized to bind Subscriber to all terms of this Agreement, including authorizing payment.

## 5. TERMS OF USE

- Subscriber agrees that it will use the Hosted Services solely as contemplated by and in accordance with the terms of this Agreement and the Documentation.
- In the case of a Reseller Subscription, Direct Enrollment Subscription or Other Direct Subscription, during the Term, Mastercard grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Hosted Services made available pursuant to such subscription in the Territory for Subscriber's legitimate internal business purpose of understanding vendor cybersecurity risk profiles in order to mitigate Subscriber's Vendor cybersecurity risk management concerns only ("**Legitimate Internal Business Purpose**"), subject to the terms of this Agreement. Mastercard and Subscriber agree and acknowledge that Subscriber may invite a Vendor to be a User of the Hosted Services for the purpose of accessing the Reports, so long as such access by Vendor is for Subscriber's Legitimate Internal Business Purpose.
- In the case of a Reseller Subscription, Direct Enrollment Subscription or Other Direct Subscription, during the Term, Mastercard hereby grants to Subscriber a limited, non-

exclusive, non-transferable, non-sublicensable, revocable right to use the Reports in the Territory solely for Subscriber's Legitimate Internal Business Purpose, which may include sharing such Reports with Vendors for Subscriber's Legitimate Internal Business Purpose, subject to the terms of this Agreement.

- In the case of a Free Trial, Subscriber shall access the Hosted Services and use the Reports solely for purposes of evaluating a potential purchase of the Hosted Services. Subscriber acknowledges and agrees that any data, Reports, customizations made to the Hosted Services during a Free Trial may be permanently lost or deleted at the end of the Free Trial unless Subscriber purchases a subscription to such Hosted Services before the end of the Term of the Free Trial.
- Except to the extent such restriction is expressly prohibited by applicable law, and other than as expressly set forth in this Agreement, Subscriber and its Users shall not, and will not assist or permit any third party to: (a) disassemble, reverse engineer, decompile or otherwise attempt to derive source code of the Hosted Services or any component thereof, (b) copy, reproduce, modify, alter or otherwise create any derivative works of, the Hosted Services or any Reports, (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Hosted Services or any Reports available to any third party, other than to Users or as otherwise contemplated by this Agreement, (d) use the Hosted Services or Reports to violate, misappropriate, or infringe the rights of any third party, (e) interfere with, disrupt or circumvent the integrity or performance of, or any feature of the Hosted Services or the data contained therein, including any security or access control mechanism, (f) attempt to gain unauthorized access to the Hosted Services or its related systems or networks, or (g) attempt to do any of the foregoing.
- Subscriber and its Users shall access and/or use the Hosted Services and Reports solely for Subscriber's Legitimate Internal Business Purpose as contemplated by this Agreement and shall not use the Hosted Services or Reports in any way not expressly permitted in this Agreement. Subscriber is responsible for all activities that occur in User accounts and for Users' compliance with this Agreement and the Documentation. Subscriber shall also be responsible for maintaining an accurate list of active Users with Mastercard. Subscriber shall access, use and accept provision of the Hosted Services solely in the Territory. Subscriber shall also use commercially reasonable efforts to prevent unauthorized access to, or use of, the Hosted Services, and shall notify Mastercard promptly of any such unauthorized access or use. Subscriber further warrants that its use of the Hosted Services, including without limitation, the search and/or monitoring of Subscriber's designated Vendors in connection with the performance of this Agreement complies with all applicable local, state, federal and

foreign laws and does not violate or breach any agreements between Subscriber and its Vendors. To the extent that Subscriber becomes aware that the provision by Mastercard or Mastercard's Affiliate(s) of the Hosted Services, or Subscriber's use of the Hosted Services, does not comply with applicable law, Subscriber shall immediately communicate the same to Mastercard, and the parties agree to cooperate in good faith to resolve the matter. The foregoing does not relieve Mastercard of any liability under this Agreement.

## 6. OWNERSHIP

- The Mastercard Group is, and shall remain the sole owner of, and shall retain all right, title and interest in and to the Hosted Services and any related documentation, and any modifications, or improvements thereto or derivative works thereof, whether or not made by the Mastercard Group. The Mastercard Group reserves all rights in and to the foregoing, and Subscriber gains no rights or licenses hereunder, except as expressly granted in this Agreement.
- Subscriber recognizes and agrees that the Mastercard Group owns the Reports created for specific Vendors identified by Subscriber and may use such Reports for its own purposes and for other Subscribers.

## 7. CONFIDENTIALITY

- Each party will regard any information (in writing, orally, or in any other form) provided to it by the other party and designated in writing, or if orally provided, indicated verbally by the disclosing party, as proprietary or confidential, to be confidential ("**Confidential Information**"). Confidential Information shall also include (i) information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature, regardless of whether designated as such in writing (including, without limitation, trade secrets, and, for Mastercard, Mastercard's Intellectual Property Rights or any data and information contained therein); and (ii) any documents prepared by the receiving party that contain, otherwise reflect, or, in whole or in part, are generated from disclosed Confidential Information. The parties expressly agree that the Hosted Services, Reports and the terms and pricing in this Agreement are the Confidential Information of the Mastercard Group. Subscriber will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Hosted Services or Reports. Information will not be deemed Confidential Information hereunder if such information: (i) is known by the receiving party prior to receipt from the disclosing party, without any obligation

of confidentiality, as evidenced by receiving party's tangible records; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available, except through the acts or failure to act by the receiving party in breach of this Agreement; or (iv) is independently developed by the receiving party without reference to the Confidential Information as evidenced by receiving party's tangible records.

- Each party shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. A party will not disclose the other party's Confidential Information to any third party, except (i) as permitted in writing by the disclosing party prior to any such disclosure, (ii) to employees, consultants, agents and subcontractors that have a need to know such information, provided that the receiving party shall advise each such third party of their obligations to keep such information confidential, and (iii) to the extent receiving party is legally compelled to disclose such Confidential Information pursuant to subpoena or the order of any governmental authority, provided that where possible and permitted by applicable law, the receiving party shall give advance notice of such compelled disclosure to the disclosing party, and shall cooperate with the disclosing party in connection with efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Each party accepts responsibility for the actions of its agents, subcontractors, consultants or employees.
- Neither party shall make use of any of the other party's Confidential Information except in its performance under this Agreement. Except as otherwise provided in this Agreement, at the end of the Term, or such earlier time as the disclosing party requests, the receiving party shall return to the disclosing party, or, at the disclosing party's request, securely destroy all Confidential Information of the disclosing party in the possession of the receiving party. Notwithstanding the foregoing, the receiving party is not obligated to destroy Confidential Information (i) commingled with other information of the receiving party if it would be a substantial administrative burden to excise such Confidential Information; (ii) contained in an archived computer system backup made in accordance with the receiving party's security or disaster recovery procedures; or (iii) required to be retained pursuant to applicable law, regulatory requirements, or post-termination obligations as stated in this Agreement, provided in each case that such Confidential Information remains subject to the obligations of confidentiality in this [Section 7](#) until the eventual destruction.



- Notwithstanding anything to the contrary in the foregoing, the Mastercard Group may share Confidential Information contained in the Reports with governmental bodies and other public authorities as permitted or required under applicable law.
- The confidentiality obligations in this [Section 7](#) shall apply during the Term and for a period of three (3) years thereafter.

## 8. INDEMNIFICATION

- Subscriber will, at its own expense, defend, indemnify and hold harmless the Mastercard Group and each of their employees, officers, directors, agents, representatives and contractors ("**Mastercard Indemnitees**") from and against:
- any third-party claim against the Mastercard Indemnitees arising out of or related to: (1) Subscriber's or its Users' access to or use of the Hosted Services or a Report not in accordance with the terms of this Agreement, or (2) Subscriber's or its Users' (i) breach of this Agreement, or (ii) gross negligence or willful misconduct in the performance of its obligations under this Agreement, provided that Mastercard: (x) promptly notifies Subscriber of such claim (provided that failure to do so shall not waive Subscriber's obligations hereunder unless such failure materially hinders Subscriber's defense of such claim), (y) reasonably cooperates with Subscriber in defense of the claim as reasonably requested by Subscriber and at Subscriber's cost, and (z) gives full control and sole authority over the defense and settlement of such proceeding, provided that Subscriber may not settle any such claim or action without Mastercard's prior written consent. Mastercard may participate in the defense and settlement of such claim or action with legal counsel of its own choosing and at its own cost; and
- all liability, costs, expenses, losses (including but not limited to reasonable attorneys' fees and all other professional costs and expenses) suffered or incurred by the Mastercard Indemnitees arising out of or in connection with a breach of [Section 5.5](#) or [6](#) by Subscriber or Subscriber's Users.
- In the case of a Reseller Subscription, Direct Enrollment Subscription or Other Direct Subscription, Mastercard, at its own expense, will defend, indemnify or, at its sole option, settle any claim or action brought by a third party against Subscriber or its officers, directors, employees or agents ("**Subscriber Indemnitees**") to the extent alleging that the Hosted Services, when used within the scope of this Agreement, infringe any patent, trademark or copyright of a third party ("**Claim**").
  - Mastercard's obligations to indemnification are subject to Subscriber: (a) notifying Mastercard of any such Claim promptly after it obtains knowledge of such Claim

(provided that failure to do so shall not waive Mastercard's obligations hereunder unless such failure materially hinders Mastercard's defense of such Claim), (b) providing Mastercard with reasonable assistance, information and cooperation in defending the lawsuit or proceeding, and (c) giving Mastercard full control and sole authority over the defense and settlement of such claim, provided that such settlement fully releases Subscriber and is solely for monetary damages and does not admit any liability on behalf of Subscriber.

- Mastercard shall have no obligation to indemnify, defend or hold harmless hereunder to the extent that a Claim arises from or is based on any use of the Hosted Services: (a) not in accordance with this Agreement or the Documentation or for purposes not intended by Mastercard and not specifically authorized under this Agreement; or (b) in combination with any other product or service that is not supplied or expressly approved by the Mastercard Group for use with the Hosted Services.
- Following notice of a Claim or upon any facts which in Mastercard's sole opinion are likely to give rise to such Claim, Mastercard shall in its sole discretion and at its sole option, elect to: (a) procure for Subscriber the right to continue to use the Hosted Services, at no additional cost to Subscriber; (b) replace or modify the Hosted Services so that it becomes non-infringing, but remains functionally equivalent; (c) terminate the affected Hosted Service and provide a refund to Subscriber for the pro-rata amount of prepaid Subscription Fees paid by Subscriber to Mastercard for the remainder of the Term for such affected Hosted Service.

This Section 8.2 sets forth the sole and exclusive liability of the Mastercard Group, and Subscriber's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party Intellectual Property Rights by the Hosted Services or use thereof.

## 9. DATA PROTECTION, INFORMATION SECURITY AND BUSINESS CONTINUITY

- Subscriber and Mastercard shall comply and shall have any subcontractor comply with all Privacy and Information Security Requirements to the extent applicable to the Hosted Services. As used herein, "**Privacy and Information Security Requirements**" means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, data protection,

confidentiality, or security of Personal Data, including, without limitation, the EU General Data Protection Regulation 2016/679 (“**GDPR**”); the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislations; the Gramm-Leach-Bliley Act; laws regulating unsolicited email, telephone, and text message communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; laws regulating banking secrecy and outsourcing requirements; laws regulating international data transfers and/or on-soil requirements; laws regulating incident reporting and data breach notification requirements, including guidelines and recommendations from the competent regulators; all other similar international, federal, state, provincial, and local requirements; and all applicable provisions of the parties’ written information security policies, procedures and guidelines. Capitalized terms not defined herein have the meaning set forth in the relevant Privacy and Information Security Requirements.

- To the extent that Hosted Services under this Agreement involve the Processing of Personal Data, the following provisions will apply.

- Subscriber shall be solely responsible for ensuring that it provides notice and relies on a valid legal ground to enable the Mastercard Group to provide the Hosted Services, including for data transfers, as required under Privacy and Information Security Requirements. Subscriber shall be solely responsible for handling individuals’ requests in connection with withdrawing their consent or their rights to access, rectify, restrict or erase their Personal Data or exercise their right to data portability, if applicable, with regard to any Personal Data, object to the Processing of any Personal Data, or exercise their rights related to automated decision-making and profiling, if applicable, in connection with the Hosted Services.

Both parties shall develop, maintain and implement a comprehensive written information security program that complies with all applicable Privacy and Information Security Requirements. Without limitation, each party’s information security program shall include technical, physical, and administrative/organizational safeguards designed to: (a) ensure the security and confidentiality of Personal Data; (b) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (c) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data (hereinafter “Information Security Incident”). Each party’s information security

program shall, among other things, include regular testing or otherwise monitoring of the effectiveness of each party's information safeguards.

To the extent required by applicable legal, regulatory or law enforcement requirements, each party shall inform the other in writing of any Information Security Incident involving a party's Personal Data. Such notice shall summarize in reasonable detail the effect on the other party, if known, of the Information Security Incident and the corrective action taken or to be taken. The applicable party shall promptly take all necessary corrective actions and shall cooperate fully with the other in all reasonable and lawful efforts to mitigate the effects such Information Security Incident. Except to the extent prohibited by applicable legal, regulatory or law enforcement requirements, Subscriber must obtain the approval of Mastercard prior to the publication or communication of any filings, communications, notices, press releases or reports related to any Information Security Incident that expressly mention Mastercard or any of its Affiliates.

All data including Personal Data Processed in connection with this Agreement shall be transferred to and stored by RiskRecon and Mastercard in the United States, in accordance with the Mastercard Binding Corporate Rules, the APEC Cross-Border Privacy Rules System, and applicable Privacy and Information Security Requirements.

- Mastercard will complete an annual SSAE 18 (or its then current equivalent) review and will provide to Subscriber a copy of any reports that Mastercard receives related to compliance with the SSAE 18, upon written request from the Customer, once per year. The SSAE 18 report shall be a "Type 11" report (as specified in the SSAE 18). Any information provided by Mastercard in connection with the SSAE 18 shall be deemed to be Confidential Information under this Agreement.
- Mastercard will maintain a formal business continuity program ("**Business Continuity Program**" or "**BCP**") that will include plans for emergency response and management, business recovery, and disaster recovery. These plans will be made available for review to Subscriber upon request at a mutually agreeable time and location. BCP documentation will not be available for distribution, as it contains Mastercard's Confidential Information. Mastercard agrees to annually test its BCP and provide confirmation of exercises, upon written request. Mastercard will also provide information to the Subscriber required for the Subscriber's development of BCP plans that work in concert with the Mastercard BCP, if requested.

## 10. LIMITED WARRANTY; DISCLAIMER OF LIABILITY

- During any applicable Term, Mastercard warrants that the applicable Hosted Services will function in material accordance with the specifications for such Hosted Services, as solely determined by Mastercard and as may be updated by the Mastercard Group from time to time. The Mastercard Group provides no warranty regarding any use of the Hosted Services not in accordance with this Agreement and not specifically licensed pursuant to this Agreement.
- EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MASTERCARD GROUP DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, TERMS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, REGARDING THE HOSTED SERVICES, RELATED DOCUMENTATION OR INFORMATION, AND OTHER MATERIALS AND SERVICES, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, MERCHANTABILITY QUALITY, NONINFRINGEMENT AND THOSE ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. THE HOSTED SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND THE MASTERCARD GROUP DOES NOT WARRANT THAT THE FUNCTIONS OR INFORMATION CONTAINED IN THE HOSTED SERVICES OR IN ANY UPDATE WILL MEET THE REQUIREMENTS OF SUBSCRIBER OR THAT THE OPERATION OF THE HOSTED SERVICES WILL BE UNINTERRUPTED OR FREE FROM ERRORS OR OTHER PROGRAM LIMITATIONS. THE INFORMATION PROVIDED BY THE HOSTED SERVICES AND/OR CONTAINED IN THE REPORTS MAY CONTAIN TECHNICAL OR TYPOGRAPHICAL ERRORS. THE MASTERCARD GROUP DOES NOT GUARANTEE ITS ACCURACY OR COMPLETENESS. ALL INFORMATION PROVIDED BY THE MASTERCARD GROUP IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND SUBSCRIBER ACKNOWLEDGES THAT SUBSCRIBER USES ANY SUCH INFORMATION AT ITS OWN RISK.
- To the maximum extent permitted by applicable law, Mastercard's sole and exclusive obligation and Subscriber's sole and exclusive remedy for any failure of the Hosted Services, including the Hosted Services' failure to meet the warranty in [Section 10.1](#), is limited to the correction, adjustment or replacement of the failed Hosted Service which examination indicates, to Mastercard's satisfaction, to be defective or, at Mastercard's sole option, termination of subscription and access rights to the failed Hosted Service and a refund of the pro-rata amount of any pre-paid Subscription Fees paid by Subscriber to Mastercard for the failed Hosted Service for the remainder of the Term of the affected Hosted Service.

- THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER SUBSCRIBER OR THE MASTERCARD GROUP BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY PENALTIES, CLAIMS FOR LOST DATA, REVENUE, PROFITS, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES OR BUSINESS OPPORTUNITIES, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH DAMAGES.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCLUDING LIABILITY FOR NON-PAYMENT BY SUBSCRIBER OF AMOUNTS DUE UNDER THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES HEREUNDER ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORUM, AND REGARDLESS WHETHER ANY CAUSE OF ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES PAID OR PAYABLE BY SUBSCRIBER TO RESELLER OR MASTERCARD, AS APPLICABLE, FOR THE HOSTED SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY; PROVIDED, HOWEVER, THAT (I) MASTERCARD'S AGGREGATE LIABILITY HEREUNDER ARISING OUT OF OR RELATED TO A THIRD PARTY INFRINGEMENT CLAIM DESCRIBED IN SECTION 8.2, AND (II) SUBSCRIBER'S AGGREGATE LIABILITY HEREUNDER ARISING OUT OF OR RELATED TO ITS BREACH OF SECTION 5.5 OR 5.6 SHALL BE SUBJECT TO A SEPARATE DAMAGES CAP NOT TO EXCEED THE GREATER OF (A) TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) AND (B) THE SUBSCRIPTION FEES PAID OR PAYABLE BY SUBSCRIBER TO RESELLER OR MASTERCARD, AS APPLICABLE, FOR THE HOSTED SERVICES DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY. FOR CLARITY, THESE LIMITS ALSO APPLY TO MASTERCARD'S AFFILIATES. IT IS THE MAXIMUM FOR WHICH MASTERCARD AND ITS AFFILIATES ARE COLLECTIVELY RESPONSIBLE.
- NOTWITHSTANDING ANYTHING CONTAINED HEREIN, (I) DURING THE TERM OF THE FREE TRIAL THE HOSTED SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY; AND (II) THE MASTERCARD GROUP WILL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OR IN CONNECTION WITH A FREE TRIAL.

## 11. GOVERNMENTAL SUBSCRIBER – ADDITIONAL TERMS

To the extent that the Subscriber is a Government Subscriber, the following additional terms shall apply.

1. The parties acknowledge as follows: (a) Mastercard or one of its Affiliates is providing the Hosted Services as contemplated herein at the request of Subscriber, and (b) Subscriber is a Government Subscriber, which is bound to follow mandates of procurement policies or laws in its sourcing of services, and the parties acknowledge that (i) procurement of Hosted Services herein is in compliance with such laws and policies, (ii) provision of Hosted Services is not a gift and is not intended to personally benefit any individual nor is it transferrable in any way, and (iii) by providing the Hosted Services, the Mastercard Group has no expectations of future favorable treatment by Subscriber, (c) Subscriber may use the Reports for its Legitimate Internal Business Purpose only, and the same shall not be disseminated to third parties or published in a public domain medium, except with the written permission of Mastercard, (d) the Hosted Services will be provided during the Term or as permitted under this Agreement, and (e) for the avoidance of doubt, Subscriber hereby agrees that provision of Hosted Services shall not preclude, hinder, waive, advantage or restrict in any way the Mastercard Group's eligibility or fitness to qualify, compete for or be awarded future procurement, investment or grant opportunities.

## 12. SANCTIONS; COMPLIANCE

- Each Party shall fulfill its obligations as stated in this Agreement in accordance with all applicable laws and regulations, including, without limitation, the Foreign Corrupt Practices Act, the U.K. Bribery Act, and all other applicable anti-corruption and anti-bribery laws. In connection with Subscriber's use of the Hosted Services and cross-border transfer of all reports, data, materials, documents, or other deliverables provided by the Mastercard Group to Subscriber in connection with the Hosted Services ("**Deliverables**"), the Customer shall comply with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, and Subscriber shall not export or re-export the Hosted Services or Deliverables. Subscriber shall not engage in any activities related to these this Agreement with a Person who is identified on the lists of specially designated nationals or blocked parties maintained by the U.S. Treasury Department's Office of Foreign Assets Control, or other relevant jurisdiction. Such list is currently accessible at: <http://www.treasury.gov/ofac>.
- Each Party hereby guarantees that it is neither on any sanctions list of the European Union, the United States, or the United Nations, nor are they subject to a corresponding embargo,

and that the execution of this Agreement does not otherwise violate export control regulations during the term of this Agreement. The Parties shall not engage in dealings, directly or indirectly, with any entity or person or in any jurisdiction subject to European Union, the United States, or the United Nations sanctions regulations.

- The Parties represent, warrant and covenant that each of it and its Staff, subcontractors, agents and other third parties acting on its behalf: (a) is not named on any U.S. Department of Treasury Office of Foreign Asset Control Sanctions lists or any applicable foreign sanctions lists; (b) shall not, directly or indirectly, access, use, sell, export, reexport, transfer, divert, or otherwise dispose of all or any part of the Services or Documentation to any country (or national thereof) that is subject to antiterrorism controls or U.S. embargo, or to any other person or entity or destination prohibited by the laws of the U.S. or the laws of the Territory or any other applicable jurisdiction, without obtaining, at its own expense, prior authorization from the competent government authorities as required by those laws.
- The Parties shall not engage in dealings, directly or indirectly, with any entity or person or in any jurisdiction subject to U.S. OFAC sanctions regulations. Each Party represents and warrants that it is currently not on any OFAC List, nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions.
- The Parties shall comply with all trade and economic sanctions programs relevant to where they do business, including trade and economic sanctions maintained by the Office of Foreign Assets Control (“OFAC”) and similar laws of the countries where the Parties are located. The Parties shall not engage in any conduct that would cause the other Party to violate applicable sanctions programs. The Parties shall notify the other party immediately if it becomes aware that it, its subcontractors, or related parties engage in activity prohibited by applicable sanctions. To the extent applicable, the Parties shall comply and shall ensure that each of its subcontractors and personnel complies, with all applicable laws (e.g., anti-bribery, corruption, export controls, sanctions) in connection with this Agreement. Each Party agrees to comply with all applicable laws and regulations in connection with this Agreement.
- Subscriber acknowledges that the Hosted Services, or a portion thereof, are subject to the Export Administration Regulations, 15 C.F.R. Parts 730-774, of the United States and may be subject to other applicable country export control and trade sanctions laws (“Export Control and Sanctions Laws”). Subscriber shall not, and shall not permit any of its end users, to access, use, export, re-export, divert, transfer, or disclose any part of the Hosted Services or any



related technical information or materials, directly or indirectly, in violation of any applicable export control or trade sanctions law or regulation. Subscriber represents and warrants that: (i) Subscriber and Subscriber's end users (a) are not citizens of, or located within, a country or territory that is subject to U.S. trade sanctions or other significant trade restrictions (including without limitation Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk and Luhansk regions of Ukraine) and that Subscriber and Subscriber's end users will not access or use the Hosted Services, or export, re-export, divert, or transfer the Hosted Services, in or to such countries or territories; (b) are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders Lists; and (c) are not persons on the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List, or U.S. Department of State proliferation-related lists; and (ii) Subscriber and Subscriber's end users located in China, Russia, or Venezuela are not Military end users and will not put the Hosted Services to a Military end user, as defined in 15 C.F.R. 744.21. Subscriber is solely responsible for complying with the Export Control and Sanctions Laws and monitoring them for any modifications.

- At all times during the Term of the Agreement, the Parties shall comply with all applicable laws relating to anti-money laundering (including, in the U.S., the Bank Secrecy Act, Title III of the USA PATRIOT Act, and the implementing regulations promulgated by the Financial Crimes Enforcement Network) and any related or similar applicable laws, issued, administered, or enforced by any government authority.

## 13. GENERAL PROVISIONS

13.1. This Agreement shall be governed solely by the governing law listed in the chart below for the Mastercard Affiliate that is a party to (i) in the case of a Direct Enrollment Agreement, the Subscriber's Enrollment Form, (ii) in the case of a Reseller Subscription, the Reseller Agreement with the applicable Reseller (or for Reseller Agreements previously entered into by RiskRecon, the Mastercard Contracting Party shall be deemed solely for purposes of this paragraph to be Mastercard International Inc.), (iii) in the case of an Other Direct Subscription, the ODS Documentation, or (iv) in the case of a Free Trial, the Free Trial documentation or the non-disclosure agreement executed in connection therewith, (the "**Mastercard Contracting Party**"), without regard to such jurisdiction's principles of conflicts of law. The application of the United Nations Convention of Contracts for the International Sale of Goods or other international laws is expressly excluded. Each party consents to the personal and exclusive jurisdiction of the courts located in the jurisdiction listed in the chart below

for the Mastercard Contracting Party, in connection with all proceedings related to the Hosted Services or this Agreement.

Mastercard Contracting Party	Governing Law	Jurisdiction
Mastercard International Inc.	State of New York, US	Westchester County, New York, US
Mastercard Brasil Soluções de Pagamento Ltda.	Brazil	Sao Paulo, Brazil
Mastercard Cono Sur S.R.L.	Argentina	Buenos Aires, Argentina
Mastercard Europe SA	Belgium	Waterloo, Belgium
Mastercard Asia/Pacific Pte. Ltd.	Singapore	Singapore
Mastercard Technology Private Limited	India	India

13.2. This Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or transfer its rights or obligations granted under this Agreement, by operation of law, contract, or otherwise, without the other party's prior written consent, such consent not to be unreasonably withheld; provided, however, that Mastercard may, without the consent of Subscriber, delegate or assign any obligations under this Agreement, in whole or in part, to an Affiliate capable of performing Mastercard's obligations hereunder. Notwithstanding the foregoing, Mastercard and its Affiliates may assign any of its or their rights or obligations under this Agreement without the prior written consent of Subscriber to any successor entity, including by way of a merger, acquisition, consolidation, asset or stock sale, or similar transaction. Mastercard may assign its rights to payments under this Agreement without obtaining Subscriber's consent. Any attempted assignment of this Agreement in violation of this Section will be null and void. In the event of an assignment by Subscriber, Subscriber shall pay Mastercard any additional agreed professional services fees, one-time deployment fees, or other reasonable costs incurred by the Mastercard Group in connection with the migration of the Hosted Services to the assignee. The parties will negotiate in good faith the scope and the payment terms of any such additional fees.

13.3. Except for Subscriber's payment obligations, neither party shall be liable for loss or damage, or for any delay, or failure to perform its obligations under this Agreement, to the extent such loss, damage, delay, or failure is caused by any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, riot, denial of service attack, or other cause or circumstance beyond the reasonable control of the party; provided, however, that the foregoing shall not excuse any failure by such party to take reasonable action to minimize the scope, extent, duration, and adverse effect of any such event.

13.4. The Mastercard Group shall have the right to mention that Subscriber is a user of the Hosted Services in the Mastercard Group's press releases, descriptions and communications, and all related promotional and marketing materials at any time, in each case relating to the Hosted Services. Subscriber hereby grants to the Mastercard Group a nonexclusive, worldwide, fully paid-up, nontransferable license, without right of sublicense, to copy, distribute, display, and use any Marks owned or used by Subscriber for the purposes described in this section. All proprietary rights and goodwill associated with the Mastercard Group's use of the Subscriber's Marks will inure to the benefit of Subscriber.

13.5. Nothing in this Agreement is intended to confer any rights or remedies to any persons other than the parties, their permitted successors and assigns, the Mastercard Indemnitees and Subscriber Indemnitees.

13.6. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed, or is held invalid by a court with jurisdiction over the parties to this Agreement, (a) such provision will be deemed restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law; and (b) the remaining provisions of this Agreement will remain in full force and effect.

13.7. The failure of either party to insist upon or enforce strict performance by the other party any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

13.8. This Agreement will not be construed in favor of or against either party by reason of authorship. This Agreement, including all attachments, exhibits, constitutes the entire agreement between the parties, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

13.9. All notices delivered under this Agreement shall be in writing and deemed to be given (a) when actually received if delivered personally; (b) two (2) days after the date deposited with the U.S. Postal Service if sent by certified or registered mail; and (c) one (1) day after the date delivered to a reputable next-day courier service for overnight delivery. Notices shall be addressed to a party at (1) in the case of Mastercard, c/o Mastercard International Incorporated, 2000 Purchase Street, Purchase New York, 10577 USA, Attention: General Counsel, with a copy to (which shall not constitute notice) c/o Mastercard International Incorporated, 2000 Purchase Street, Purchase New York, 10577 USA, Attention: Rigo Van den Broeck; and (2) in the case of Subscriber, (x) for a Direct Enrollment Subscription, the address set forth in the Enrollment Form, and (y) in all other cases, the most recent address that Mastercard has for such Subscriber in its books and records related to the Hosted Services. Either party may change such address by giving notice in accordance with this Section.

13.10. Each Party shall maintain adequate insurance or shall self-insure at an appropriate level with respect to the business activities carried out by such Party in the ordinary course. Each Party shall furnish certificates of insurance to the other Party upon reasonable request.

13.11. References in this Agreement to Purchase Orders are made for reference purposes only in the case of a Reseller Subscription and no terms or conditions contained in any Purchase Order shall be binding upon the Mastercard Group or otherwise apply to the relationship between Subscriber and Mastercard or the transactions contemplated by this Agreement.

13.12. Except where otherwise specified, the rights and remedies granted to a party subject to this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which a Party may possess at law or in equity.

13.13. In the event of an inconsistency or conflict between a term in this Agreement and a term contained in an Enrollment Form or ODS Documentation, as applicable in the case of a Direct Enrollment Subscription or Other Direct Subscription, the term in the Enrollment Form or ODS Documentation, as applicable, shall govern.

## **SLAs and Credits**

### **RiskRecon Customer Support SLAs**

#### **Severity Levels**

#### **Support Issue**

#### **Severity Level**

#### **Definitions**

#### **Severity 1**

A service failure or severe degradation. Customers are unable to access the RiskRecon platform. Service is slowed to such a degree that multiple users cannot log in, resulting in consistent "error fetching data" messages or similar.

#### **Severity 2**

A partial service failure or mild degradation. Customers can access the RiskRecon platform, but not all functionality, due to a bug. Several reports are not accessible, but others are available, or certain modules are unavailable.

#### **Severity 3**

A minor service impact/non-critical bug. Customers can access some business resources/features. An error is displayed when trying to navigate to a specific report.

#### **Escalation Level 0: Standard Product Support**

**Email:** support@riskrecon.com

**Chat:** Chat widget available in the RiskRecon Portal

**Phone:** 1 (844) 739-9898

**Support Center:** To view educational resources such as articles, FAQs, release notes, and other resources, log in to RiskRecon Portal, navigate to My Account dropdown and select "Support Center".

#### **Escalation Level 1: Manager, Customer Technical Services**

- All Severity 1 issues will be immediately escalated to level 1 upon initial report
- Severity 2 issues can be escalated to level 1 within 24 hours of initial report upon request

#### **Escalation Level 2: Vice President, Customer Enablement**

- All Severity 1 issues will be immediately escalated to level 2 upon report.
- All Severity 2 issues can be escalated to level 2 within 24 hours of escalation to level 1 upon request

#### **Coverage time:**

- 24/5 Support via: o Email – RiskRecon Support is available for email anytime at support@riskrecon.com.

- Support form submission – RiskRecon Support is available at the Support Form submission within the RiskRecon Portal. The Support Form becomes available only when a chat agent is not logged in and available to chat.
- Additional Support Available from 7am-6pm MST via:
  - Call - 1 (844) 739-9898
  - Chat – The RiskRecon Portal chat widget will display as Chat during the operating hours of 7am-6pm MT. The widget will automatically change to Support during off hours.

\*Please note: email, support form submission, and texts received outside of normal support operating hours will be addressed during normal support operating hours

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## Response Time

### SLAs:

- From the time a support request is initiated via email or support form submission, a member of our support team will respond within 2 business hours.
- From the time a chat or phone call is initiated, a member of the support team will engage immediately.
- For any missed phone calls or chats, the requester will be prompted to leave an offline message and a support team member will respond within 2 business hours.

### Uptime Guarantee:

Uptime Guaranty. If during a calendar year, the Uptime Percentage is below ninety-nine percent (99%) for two (2) consecutive months and during that two (2) month period Mastercard is unable to provide timely access to Reports via alternative mechanism, then the Subscriber will have thirty (30) days to notify Mastercard the desire for remediation. Upon this notification, Mastercard and Subscriber agree to review Uptime Percentage for the next full calendar month. If Uptime percentage remains below ninety-nine percent (99%) and Mastercard is unable to provide timely access to Reports via alternative mechanism during that calendar month, then Mastercard will provide a twenty-five percent (25%) pro-rata credit of one (1) month's billing fees for the particular Mastercard licenses(s) or Services affected by downtime. For each of the next two (2) consecutive months if these downtime remains below ninety-nine percent (99%) and Mastercard is unable to provide timely access to Reports via alternative mechanism during that calendar month, then the same pro rate credit will be provided. If after these six (6) consecutive month's downtime performance remains below ninety-nine percent (99%) and Mastercard is unable to provide a satisfactory remediation plan, then Mastercard shall be considered to be in material breach of the Agreement without any cure period.

"Uptime Percentage" means the total number of minutes in a calendar month minus the number of minutes of Hosted Service downtime (excluding planned downtime) experienced in such calendar month, divided by the total number of minutes in such calendar month.

## Attachment 4.5.1: List of Subcontractors and sub processors

### 1 SUBCONTRACTORS

- 1.1 If the Supplier is using Subcontractors to deliver Services under the Framework Agreement, these Subcontractors shall be listed below:

Subcontractor	Business registration number	Office address	Information about which Services the Subcontractors contribute with etc.
Mastercard Europe SA	BE.0448.038.446	198/A, Chaussée de Tervuren, 1410 Waterloo, Belgium	RiskRecon platform

### 2 SUB PROCESSORS

- 2.1 If the Supplier is using Subcontractors to process personal data for the delivery of any Service under the Framework Agreement, these Sub processors shall be listed below:

Sub processor	Business registration number	Office address	Location of processing	Type of processing	Applicable services for processing
Amazon Web Services	91-1646860	Amazon Web Services 2121 7th Avenue (SEA41) Seattle, WA 98121	USA for now	Cloud hosting for RiskRecon SaaS product from Mastercard	

