



Grovia Inc.

Terms & Conditions | Master Services Agreement

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the SaaS Services that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

(b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer pursuant to the Agreement and (ii) for whom access to the SaaS Services has been purchased hereunder.

(c) "**Company Materials**" means the SaaS Services, Documentation, Company 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 Company in connection with the SaaS Services. For the avoidance of doubt, Company Materials include Aggregated Statistics and any information, data, or other content derived from Company's monitoring of Customer's access to or use of the SaaS Services, but do not include Customer Data. For the further avoidance of doubt, Company Materials include all Partner Identification Information except that which constitutes Customer Data under this Agreement.

(d) "**Company Systems**" means the information technology infrastructure used by or on behalf of Company in performing the SaaS Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Company or through the use of third-party services.

(e) "**Customer 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 Customer or an Authorized User through the SaaS Services or the Partner Marketing Services, including, as between the parties, Partner Identification Information transmitted by or on behalf of Customer or an Authorized User through the SaaS Services

(f) "**Documentation**" means Company's user manuals, handbooks, and guides relating to the SaaS Services provided by Company to Customer either electronically or in hard copy form.

(g) "**Order Form**" means a form signed by Customer and by Company setting out the SaaS Services and Partner Marketing Services Customer has purchased.

(h) "**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 Grovia's Partner databases and SaaS Services.

(i) "**Partners**" means third parties that Company's SaaS Services and Partner Marketing Services are designed to help Company's prospective customers connect with, including affiliates, publishers, agencies, influencers, content creators, advertisers, brands, and merchants.

(j) "**Partner Marketing Services**" has the meaning set forth in the Order Form.

(k) "**SaaS Services**" has the meaning set forth in the Order Form.



(1) **"Third-Party Products"** means any third-party products incorporated into the SaaS Services.

2. SaaS Services Access and Use.

(a) Access. Subject to and conditioned on Customer's payment of Fees and compliance with the Agreement, Company grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(b) Documentation License. Subject to the terms and conditions contained in the Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with Customer's use of the SaaS Services.

(c) Use Restrictions. Customer shall not use the SaaS Services for any purposes beyond the scope of the access granted in the Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Company reserves all rights not expressly granted to Customer 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 Customer or any third party any intellectual property rights or other right, title, or interest in or to the Company Materials.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SaaS Services if: (i) Company reasonably determines that (A) there is a threat or attack on any of the Company Materials; (B) Customer's or any Authorized User's use of the Company Materials disrupts or poses a security risk to the Company Materials or to any other customer or vendor of Company; (C) Customer, or any Authorized User, is using the Company Materials for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue Customer'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) Company's provision of the SaaS Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Company has suspended or terminated Company's access to or use of any third-party services or products required to enable Customer to access the SaaS Services; or (iii) in accordance with Section 5(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Company shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SaaS Services following any Service Suspension. Company shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Company monitor Customer's use of the SaaS Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the SaaS Services. Customer agrees that Company 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 Customer or Customer's Confidential Information.

(g) SaaS Service Levels. Subject to the terms and conditions of this Agreement, Company shall use commercially reasonable efforts to make the SaaS Services available.

(h) Changes. Company reserves the right to make any changes to the SaaS Services and Company Materials that Company deems necessary or useful in Company's sole discretion.

3. Customer Responsibilities for SaaS Services.

(a) General. Customer is responsible and liable for all uses of the SaaS Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of the Agreement. Without limiting the generality of the foregoing, Customer 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 Customer will be deemed a breach of the Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the Agreement provisions as applicable to such Authorized User's use of the SaaS Services, and shall cause Authorized Users to comply with such provisions.

4. Partner Marketing Services.

(a) Work.

(i) Company 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 Company and Customer, all right, title, and interest in any deliverables, and all intellectual property rights therein, provided to Customer by Company in performing the Partner Marketing Services shall belong to Customer. Company 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 Customer. To the extent any of the deliverables do not constitute "work made for hire," Company hereby irrevocably assigns to Customer all right, title, and interest in and to the deliverables, including all intellectual property rights therein.

(ii) Except for Partner Identification Information that constitutes Customer Data, Company 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. Company hereby grants to Customer 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 Customer may not violate any other terms of this Agreement. Customer may assign, transfer, and sublicense (through multiple tiers) such rights to others without Company's approval. For the avoidance of doubt, nothing in this Section 4(a)(ii) shall entitle Customer to continued access to the SaaS Services or the Partner Marketing Services beyond that access which is provided for in Section 11(c)(ii) following expiration or termination of this Agreement.

(b) Customer Obligations. Customer shall:

(i) cooperate with Company in all matters relating to the Partner Marketing Services, including without limitation collaborating to identify suitable Partners for Customer, and appoint a Customer 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 Customer with respect to matters pertaining to the Partner Marketing Services;



(ii) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform the Partner Marketing Services in accordance with the requirements of this Agreement;

(iii) provide such information as Company 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 Company recruits for Customer based on their performance and in a timely manner.

5. Fees and Payment.

(a) Fees. Customer shall pay the fees ("Fees") as set forth in any applicable Order Form. If Customer fails to make any payment when due, without limiting Company's other rights and remedies, Company may suspend Customer's and Customer's Authorized Users' access to any portion or all of the SaaS Services and/or may suspend provision of Partner Marketing Services to Customer until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Customer 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 Customer hereunder, other than any taxes imposed on Company'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: Feedback.

(a) Company Materials. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company 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) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Company to provide the SaaS Services and the Partner Marketing Services to Customer, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer 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 Customer Data under this Agreement. Notwithstanding anything herein to the contrary,



Company 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 and/or SaaS Services under this Agreement as long as in the good faith determination of Company the use of such material does not (a) reflect adversely on Customer or Customer's products or services; or (b) adversely affect Customer's competitive positioning. To the extent Company incorporates any Company Materials into the Partner Marketing Services and/or SaaS Services, such Company Materials shall remain the sole and exclusive property of Company. Company hereby grants to Customer a non-exclusive, limited, irrevocable, royalty-free, world-wide license to use solely for its own benefit that portion of Company Materials as it exists at the time of the engagement that is necessary for Client to make use of the Partner Marketing Services and/or SaaS Services.

(c) Data; Subcontracting. Notwithstanding any provision to the contrary in this Agreement, Company will be permitted to collect, use, reproduce, display, store, modify, reformat, process, and create derivative works from data collected via the Partner Marketing Services and/or the SaaS Services in perpetuity for its own internal research and development purposes, including improvement of the Partner Marketing Services, SaaS Services and/or Company Materials, in each case in accordance with applicable laws and regulations. Company shall not share data with any third party, except as follows: (a) Company may share data with any of Company's independent contractor(s) for purposes of improving Partner Marketing Services, SaaS Services and/or Company Materials; provided, however, such independent contractor(s) are subject to a non-disclosure agreement for purposes of protecting data from unauthorized disclosure; (b) Company may share data with the express written consent of Customer; and/or (c) Company 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) Company. Company represents and warrants to Customer 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 COMPANY MATERIALS ARE PROVIDED "AS IS" AND, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY 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. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE COMPANY MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'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) Company Indemnification.

(i) Company shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SaaS Services, or any use of the SaaS Services in accordance with the Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Company, at Company's sole discretion, to (A) modify or replace the SaaS Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; (B) modifications to the SaaS Services not made by Company; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company's option, defend Company from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the SaaS Services in a manner not authorized by the Agreement; (iii) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in writing; or (iv) modifications to the SaaS Services not made by Company, provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at Company'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 CUSTOMER'S SOLE REMEDIES AND COMPANY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS 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 COMPANY'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 COMPANY 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) Company may terminate the Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after Company's delivery of written notice thereof; or (B) breach any of its obligations 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; 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.

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

(i) Except as otherwise set forth in Section 11(c)(ii), upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Company Materials and, without limiting Customer's obligations under Section 6 Customer shall delete, destroy, or return all copies of the Company Materials and certify in writing to Company that the Company Materials have been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer 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, Customer may retrieve Customer Data from the SaaS Services and Company shall provide Customer with the same Customer Data retrieval assistance that Company generally makes available to all customers.

(d) Survival. This Section 11(d) and **Error! Bookmark not defined.** 1, 4, 5 6, 7, 8(c), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. 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) Public Announcements. 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 Company may include Customer's name and other indicia in Company's lists of its current or former customers 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 (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) Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any



jurisdiction other than those of the State of Washington. Any legal suit, action, or proceeding arising out of or related to the Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Washington in each case located in the city of Seattle and County of King, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer 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 Company, 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) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) 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 Customer, 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.



ADDENDUM NO. 1
TO MASTER SERVICES AGREEMENT

Partner Programs

If the parties have indicated that these terms are applicable by signing this Addendum No. 1 below, the terms and conditions of this Addendum No. 1 are incorporated within the Master Services Agreement to which this Addendum No. 1 is attached, as if fully set forth therein. These terms are applicable to programs Grovia manages (“Partner Programs”) in relation to companies with whom Customer partners for online marketing purposes and that have entered into a written agreement directly with Customer for performance of such relevant services, within the scope contemplated by this Agreement (“Partners”).

1. **Customer Content.** Customer is solely responsible for all content it provides to Grovia or approves for use in connection with Customer’s products and services. All such content, products and services must comply with all applicable laws, rules and regulations. Notwithstanding anything to the contrary, Customer acknowledges that Grovia is not a law firm and is not providing legal advice, and in no event shall Grovia ever be liable for the acts or omissions of any Partners.

2. **Clarification of Partner Liability and Relationship to Customer.** It is agreed and understood that Partners are not contractors, consultants or agents of Grovia, and that Grovia has not assigned its obligations under this Agreement to any such Partners. Grovia and Customer acknowledge and agree that Grovia will not be liable for any acts of Partners, Customer’s sole remedy being in the terms and conditions of the contract between Customer and the Partner. Likewise, Customer alone is responsible for its actions in relation to its Partners, and for fulfilling all of its obligations under its contracts with Partners.

3. **Tax Matters.** Customer acknowledges that the laws applicable in certain jurisdictions, whether adopted as a statute, rule, regulation, directive, or pronouncement of an agency may result in Customer 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. Customer 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. Customer is strongly encouraged to seek independent professional tax and legal advice. Customer acknowledges and agrees that (i) neither Grovia, nor any of its or its affiliates’ officers, directors, members, managers, employees, or agents have provided any tax advice to Customer, and (ii) Customer either has sought or will seek such advice or has decided not to seek such advice in its own sole discretion. Grovia shall not be liable to Customer for any act, omission, or failure to act with respect to any tax matters whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their authorized representatives, incorporating this Addendum into the Agreement effective as of this ___ day of _____ 2022.

Customer:

Grovia Inc.:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ADDENDUM NO. 2
TO MASTER SERVICES AGREEMENT

Data Processing Addendum for Customers

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) Grovia as provider of the Grovia Services or (ii) Customer as user of the Grovia 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 and associated regulations (“**CCPA**”).

“**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 UK Data Protection Law, the “**2010 Standard Contractual Clauses**,” defined as the clauses issued pursuant to EU Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, available at <http://data.europa.eu/eli/dec/2010/87/2016-12-17> and completed as described in the “Data Transfers” section below; and

For Personal Data subject to the GDPR, the “**2021 Standard Contractual Clauses**,” defined as the 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.

“**Subprocessor**” means a subcontractor engaged by Grovia 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 Grovia: the following Personal Data about Customer’s customers, end users or potential business leads: IP address.
4. Unless required by Applicable Law, Grovia 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. For example, Grovia will not Process the Personal Data to analyze or improve the Services. Without limiting the foregoing, (i) Grovia shall not “sell” the Personal Data, as such term is defined in the CCPA; and (ii) Grovia shall not retain, use, or disclose any such data outside of the direct business relationship between Customer and Grovia. Grovia hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them.
5. If Applicable Law requires Grovia to engage in Processing not permitted by the above, Grovia 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

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

Security

7. Grovia will comply with the security obligations of the GDPR and other Applicable Law. Grovia will assist Customer in Customer’s compliance with such obligations by implementing technical and organizational measures that comply with Applicable Law and Schedule C. Grovia 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

8. Grovia 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 Grovia has imposed contractual obligations on the Subprocessor that are substantially the same as, or more restrictive than, those imposed on Grovia under this DPA.



9. Current Subprocessors are listed in Schedule D (the “**Subprocessor List**”). When any new Subprocessor is engaged, Grovia will notify Customer by email to the Designated Address at least 10 business days prior to giving the Subprocessor access to the Personal Data.
10. If Customer has any reasonable objection to the new Subprocessor, Customer may terminate Customer’s subscription to the Grovia Services, effective on a Customer-specified date, by providing written notice of the termination and its basis. Promptly after termination, Grovia 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.
11. Grovia remains liable for its Subprocessors’ acts and omissions to the same extent Grovia 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

12. Grovia 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.
13. If Grovia receives a Data Subject Request or a complaint from an individual or their representative and the communication identifies Customer (or if Grovia is aware that the communication pertains to the Personal Data Grovia holds for Customer), Grovia 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 Grovia’s then-current publicly available Privacy Policy.
14. Specifically, Grovia will forward such communication to the Designated Address.
15. Within 72 hours of Customer’s request, Grovia 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 Grovia will provide it to Customer (the default) or to the requesting individual.

Personal Data Breach

16. Grovia will comply with the Personal Data Breach-related obligations applicable to it under the GDPR and other Applicable Law. Grovia 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.
17. Grovia will provide such notification to Customer at the Designated Address.
18. Such notification is not an acknowledgement of fault or responsibility. The notification will include Grovia’s 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 Grovia to address the Personal Data Breach including, where applicable, measures to mitigate its possible adverse effects.
19. Grovia will provide prompt updates to such information as it becomes available.
20. If the Personal Data Breach results from Grovia's breach of this DPA, Grovia will promptly reimburse Customer for the costs of any legally required notification to affected individuals.

Assistance with DPIAs and Consultation with Supervisory Authorities

21. Grovia 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 Grovia, and (ii) related consultation with supervisory authorities.

Data Return and Destruction

22. Grovia 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) Grovia will inform Customer as soon as legally permitted, (ii) Grovia 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, Grovia 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) Grovia 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, Grovia will first return a copy of the Personal Data to Customer in any reasonably requested format before the destruction described above.
25. Grovia will provide certification of the destruction and/or return within 10 days of Customer's written request.

Compliance Verification and Audits

26. Grovia 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 Grovia 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. To the extent required under UK Data Protection Law,
 - a. the 2010 Standard Contractual Clauses 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. The “exporter” is the Customer, and the exporter’s contact information is set forth below.
 - ii. The “importer” is Grovia, and Grovia’s contact information is set forth below.
 - iii. Where Clause 9 of the 2010 Standard Contractual Clauses requires specification of the law that governs the 2010 Standard Contractual Clauses, the Parties select the law of the United Kingdom.
 - iv. The “illustrative indemnification clause” labeled “optional” is deemed stricken.
 - v. Appendices 1 and 2 of the 2010 Standard Contractual Clauses are set forth in Schedule A below.
 - vi. By entering into this DPA, the Parties are deemed to be signing the 2010 Standard Contractual Clauses and its applicable Appendices.
 - b. To provide additional safeguards, the obligations in Module 2 of Section III of the 2021 Standard Contractual Clauses (Local Laws and Obligations in Case of Access by Public Authorities) shall form part of this DPA with respect to Personal Data subject to UK Data Protection Law, regardless of whether the rest of the 2021 Standard Contractual Clauses apply to any Personal Data.
29. To the extent otherwise legally required, the 2021 Standard Contractual Clauses 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 Grovia acts as Customer’s processor with respect to the Personal Data subject to the 2021 Standard Contractual Clauses, 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 D of this DPA, and Grovia 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 2021 Standard Contractual Clauses are set forth in Schedule B of the DPA.
 - h. Annex III of the 2021 Standard Contractual Clauses (List of subprocessors) is inapplicable.

Survival



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

IN WITNESS WHEREOF, the parties hereto have executed this Addendum by their authorized representatives, incorporating this Addendum into the Agreement effective as of this ____ day of _____ 2022.

Customer

Grovia Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule A to DPA

Appendix 1 to the 2010 Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): The data exporter is Customer, who is engaging Grovia to provide the Services.

Data importer

The data importer is (please specify briefly activities relevant to the transfer): Grovia, provider of the Services.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify): Customer's customers, end users or potential business leads.

Categories of data

The personal data transferred concern the following categories of data (please specify): IP Address

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify): None.

Processing operations (including subject matter, nature, purpose and duration of Processing)

The personal data transferred will be subject to the following basic processing activities (please specify):

The importer will perform the Services when requested by the exporter and will delete the data within the timeline described in the DPA.



Appendix 2 to the 2010 Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

See Schedule C.



Schedule B to DPA
Annexes I and II of the 2021 Standard Contractual Clauses

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 Grovia about Customer's customers, end users or potential business leads.

Signature and date: ...

Role (controller/processor): Controller

Data importer(s): Grovia Inc., provider of the Services.

Name: Grovia Inc.

Address: 1752 NW Market Street #4396, Seattle, WA 98107

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

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 Grovia 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 C immediately below.



Schedule C to DPA
Information Security Addendum

Grovia 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, Grovia 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**

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

- **Technical Security**

- o Grovia logs system activity—including authentication events, changes in authorization and access controls, and other system activities.



- o Grovia 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.
- o Grovia requires multi-factor authentication on its systems for administrative users.
- o Grovia conducts periodic vulnerability scans and assessments on all systems storing, processing, or transmitting Personal Data to identify potential vulnerabilities and risks to Personal Data.
- o Grovia 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**

- o Consistent with its Incident Response Plan, Grovia 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. Grovia will inform Customer of a confirmed Personal Data Breach without undue delay and in any event within 48 hours of becoming aware.
- o In the event that Customer is subject to a regulatory inquiry or threatened litigation relating to a security incident, Grovia will provide Customer with reasonable assistance and support in responding to such investigation.

- **Subprocessors**

- o Grovia 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 D 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