

END-USER AGREEMENT

This End User Agreement (the “EULA”) is effective by and between Feedzai ,Inc. (“Feedzai”), and “End-User”, each one is a “Party”, together the “Parties”. By installing, accessing, or using the Feedzai Service and Software, you(the End-User) acknowledge that you have read, understood, and agree to be bound by the terms and conditions of EULA. If you do not agree to the terms of this EULA, do not install, access, or use the Service. If you are an employee, agent, officer or are otherwise working on behalf of a company or institution, note that by installing, accessing, or using the Feedzai Service you are binding the entity on behalf of which you act.

1. DEFINITIONS

- 1.1. **“Affiliate”**: any entity controlling, controlled by, or under common control with a Party, where “control” is defined as: (a) the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity; (b) the right to vote for or appoint a majority of the board of directors or other governing body of the entity; or (c) the power to exercise a controlling influence over the management or policies of the entity.
- 1.2. **“Content”**: any kind of data, resources, or information provided to the End-User in the performance of this EULA.
- 1.3. **“End-User Data”**: any information, data content or materials End-User transmits, uploads, creates, submits, or stores to or on the Service, including personal data.
- 1.4. **“Documentation”**: any material, information, manuals, and documents provided by Feedzai to the End-User in relation to the Software. Documentation is available at <https://cam.feedzai.com> or any other link as communicated, from time to time, in writing by Feedzai to the End-User.
- 1.5. **“Order”**: an ordering document for access to the Software, Service, Professional Services, and/or any related services, including an order form, statement of work, work order, quote, or equivalent document.
- 1.6. **“Professional Services”**: any training, activation, onboarding, enablement or other technical services provided by Feedzai related to the Service, as identified in an Order. Unless otherwise specified in the applicable Order, Support is not deemed Professional Services.
- 1.7. **“Service”**: the activities to be performed by Feedzai under this EULA, including the Support, any Professional Services, and hosting, as set forth in any Order.
- 1.8. **“SLA”**: the Feedzai Service Level Agreement hereto attached as Schedule 2.
- 1.9. **“Software”**: object code form of the Feedzai software products as specified in an Order.
- 1.10. **“Support”**: activities related to the provision of the Service as described in Schedule 1.
- 1.11. **“Usage Data”**: Feedzai’s technical logs, data, and learnings about End-User’s use of the Service, but excluding End-User Data.
- 1.12. **“Users”**: individuals appointed by End-User to access and use the Service, which may include End-User’s officers, employees and/or consultants and agents or other third parties performing services for End-User or on End-User’s behalf (including monitoring of transactions performed using cards or other e-money products issued by End-User). Users may also include End-User’s clients using the Service in a multitenancy configuration.

2. OBJECT

- 2.1. **Scope**. Subject to the terms of this EULA, Feedzai will license the Software and provide the Services detailed in the Order(s).
- 2.2. **Software Subscription**. Subject to the terms of this EULA and the payment of all applicable fees, Feedzai grants to End-User a limited, personal, non-transferable, non-sublicensable, non-exclusive and non-assignable license solely during the subscription term to use the Software for its internal business purposes and solely within the permitted scope of use, provided such use occurs in accordance with (a) the Documentation, (b) this EULA and (c) the applicable Order.
- 2.3. **Support**. During the subscription term, where applicable, Feedzai will provide support for End-User’s authorized use of the Software and Service.
- 2.4. **Add-ons**. End-User will be entitled to buy available add-ons at any point in time during the subscription term.
- 2.5. **Authorized Users**. End-User is responsible for the use of the Software and Services by any Users, including by any third-party that uses the Services or Software through End-User’s credentials. End-User shall implement its own security measures to safeguard its credentials.
- 2.6. **Professional Services**. Feedzai will perform Professional Services as described in the relevant Order and End-User will give Feedzai timely access to any resources reasonably needed for the performance of the Professional Services. If End-User fails to do so, Feedzai’s obligation to provide Professional Services will be excused until access is provided and deadlines for the provision of those services will be accordingly extended. If Feedzai provides End-User with deliverables as part of Professional Services, End-User may use the deliverables only as part of its authorized use of the Service and Software, subject to the same terms and restrictions.
- 2.7. **Intellectual Property Rights**. Neither Party assigns, grants, or otherwise transfers any rights or licenses not expressly set out in this EULA. Except for Feedzai’s limited use rights in this EULA, End-User retains all intellectual property and other rights in End-User Data. Except for End-User’s use rights in this EULA, Feedzai and its licensors retain all intellectual property and other rights in the Software, Content, or Service, any deliverables, and related Feedzai technology, including any modifications or improvements to these items. If End-User provides Feedzai with feedback or suggestions regarding the Software or Service or other Feedzai offerings, Feedzai may use the feedback or suggestions without restriction.
- 2.8. **Subscriptions sold through resellers**. The parties agree that End-User may purchase subscriptions that are governed by this Agreement through resells. Orders are not subject to cancellation by End-User. Where End-User purchases a subscription through a reseller, the reseller will enter into an Order with Feedzai for the purchase of a subscription that references this EULA and shows End-User as the “ship to” party and reseller as the “bill to” party. Reseller and End-User will enter into a separate agreement setting forth the fees to be paid by End-User for such Subscription, as well as any other terms or conditions that apply between them. Feedzai agrees that, subject to receiving payment from the reseller, it shall provide the Services described in any such Order.

3. DATA AND CONTENT

- 3.1. Processing. Feedzai will collect, use, and process Content and End-User Data to the extent reasonably required to provide the Services. Feedzai maintains administrative, physical, and technical safeguards to ensure the security, confidentiality, and integrity of Content and End-User Data, as described in Schedule 3. Those safeguards include but are not limited to, measures for preventing access, use, modification, or disclosure of Content and End-User Data by Feedzai's personnel except (a) to provide the Service and prevent or address technical problems, (b) as compelled by law or (c) if End-User expressly allows it in writing.
- 3.2. Delivery of Data. End-User grants Feedzai the non-exclusive, worldwide, right to use, copy, store, transmit, modify and process End-User Data, as part of Feedzai's development, provision, support, and maintenance of the Service, and any Professional Services provided to End-User under this EULA, and End-User irrevocably consents and agrees to the processing of End-User Data by Feedzai for such purposes, including using such End-User Data in a manner that does not identify End-User as the source of such data in the provision of services to Feedzai's other End-Users. End-User is responsible for ensuring adequate protection of the information systems, data, content or applications that End-User deploys and/or accesses. This includes but is not limited to, any level of data transfer, data delivery, communication, data encryption, access controls, roles and permissions granted to End-User's internal, external, and third-party Users.
- 3.3. Content and Usage Data. Feedzai will not monitor Content or End-User Data, except: (i) as needed to provide, support, or improve the provision of the Service, (ii) investigate potential or suspected fraud, (iii) where instructed or permitted by End-User, or (iv) as otherwise required by law or to exercise or protect Feedzai's rights. Feedzai may collect usage data and use it to test, operate, improve, and support the Service and for other lawful business practices, such as analytics, benchmarking, and reports. However, Feedzai will not disclose Usage Data externally, including in benchmarks or reports, unless it has been (a) de-identified so that it does not individually identify End-User, its Users or any other person and (b) aggregated with usage data across other Feedzai End-Users.
- 3.4. Data Portability. End-User Data is made available for download by End-User while this EULA is in force, and for thirty (30) days after its end.
- 3.5. Personal Data. The use and flow of personal data is subject to the rules of the Data Processing EULA, attached as Schedule 3.

4. PROFESSIONAL SERVICES

- 4.1. Scope. Upon request and signature of an Order, Feedzai shall provide Professional Services to the End-User.
- 4.2. Expenses. In addition to the fees in the applicable Order, End-User will reimburse Feedzai for all reasonable costs and expenses related to the provision of the Professional Services, including without limitation travel, lodging, meal, per diem, and out-of-pocket expenses, and third party online and offline research services directly related to the provision of the Professional Services ("Expenses") incurred by Feedzai. Expenses shall be invoiced by Feedzai as stated in the Order and paid by End-User in accordance with the terms of the EULA. Feedzai will include, upon request, reasonably detailed documentation of all such Expenses in excess of \$25 USD/€20 (twenty-five USD/twenty Euro) with each related invoice. The time spent by Feedzai's employees traveling will be billed pursuant to the applicable agreed rate card.
- 4.3. Cooperation. End-User will cooperate reasonably and in good faith with Feedzai in the execution of the Professional Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Feedzai to perform its obligations under each Order; (ii) timely delivering any materials and meeting other obligations specifically required under each Order; (iii) timely responding to Feedzai's reasonable inquiries; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Any delays in the performance of Professional Services or delivery of deliverables caused by End-User may result in additional applicable charges for resource time. Subject to a prior written EULA and the payment of fees (if applicable), Feedzai shall cooperate with End-User by: (i) participating in End-User security awareness and digital operational resilience training, within the level of complexity commensurate to the remit of its functions (ii) arranging for penetration testing to be conducted and assisting in its execution; (iii) developing and executing an exit strategy. Feedzai undertakes to fully cooperate with the competent authorities and the resolution authorities of the End-User, including persons appointed by them.
- 4.4. Provision of Professional Services to Third Parties. Feedzai is in the business of providing products and consulting services to third parties which are or may be substantially similar to the deliverables being developed for End-User. Feedzai is free to use all of its ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by Feedzai prior to this EULA, or acquired, developed, or refined by Feedzai during the execution of the same ("Residual Knowledge"). It is not the intent of this EULA to prevent Feedzai from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that Feedzai does not use or disclose confidential information or End-User Data. Such retention of Residual Knowledge shall be unaided and unintentional.

5. END-USER DUTIES

- 5.1. End-User Responsibilities. End-User is responsible for (a) Users' compliance with this EULA, (b) the accuracy, quality, content, and legality of End-User Data (including the means by which End-User acquired End-User Data) and (c) preventing unauthorized access to or use of the Service and Content. End-User shall comply with all applicable laws. End-User will cooperate with any of Feedzai's investigations into Service outages, security problems, and/or suspected breaches of the EULA. End-User represents and warrants to Feedzai that End-User has made all necessary disclosures and has all necessary rights, consents, and permissions to submit End-User Data to the Service, use it with the Service and grants Feedzai the rights in this EULA, without infringing laws, third-party rights (including intellectual property, publicity, or privacy rights) or any End-User or third-party terms or privacy policies that apply to End-User Data.
- 5.2. Usage Restrictions. End-User will not, unless otherwise mentioned in the Order, (a) make the Service, Software or any Content available to, or use the Service, Software or Content for the benefit of anyone other than Users; (b) sell, resell, license, sublicense, distribute, rent or lease the Service, Software or Content, or include the Service, Software or Content

in a service bureau or outsourcing offering; (c) use the Service or Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Service or Software to store or transmit code, files, scripts, agents, or programs intended to do harm, including, for example, computer viruses, worms, Trojan horses, logic bombs, spyware, adware, and backdoor programs; (e) interfere with or disrupt the integrity or performance of the Service, Software, or Content contained therein; (f) attempt to gain unauthorized access to any Service, Software or Content or its related systems or networks; (g) copy the Software, Service, Content, Documentation, or any part, feature, function or user interface thereof; (h) access the Service, Software or Content in order to build a competitive product or service; (i) reverse engineer the Service or Software (to the extent such restriction is permitted by law); (j) use the Software or Service for any activities where use or failure of the Software or Service could lead to death, personal injury, or environmental damage, including in life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control (k) use the Software or Service in contravention to any applicable laws or regulations.

5.3. Right to audit. During the term of this EULA and not more than once per year (unless circumstances warrant additional audits as described below), Feedzai has the right to audit End-User's record(s) to ensure compliance with this EULA upon at least ten (10) business days' written notice. Notwithstanding the foregoing, the Parties agree that Feedzai reserves the right to conduct an audit at any time in the event of investigations of claims of misappropriation, fraud or business irregularities of a potentially criminal nature or any act deemed egregious by Feedzai. Subject to prior notice and notwithstanding the protection of confidential information, End-User (or any suitably qualified entity acting on its behalf) and/or any competent authority shall have the right to perform any legally required audits and Feedzai shall assist such audits, namely by: (a) granting unrestricted rights of access, inspection and audit; (b) allowing copies of relevant documentation on-site if they are critical to the operations of Feedzai, the effective exercise of which is not impeded or limited by other contractual arrangements or implementation policies.

6. DURATION, TERMINATION, AND SUSPENSION

6.1. Duration. Unless earlier terminated pursuant to this Section, this EULA commences on the Effective Date and continues in force until all Orders issued under this EULA have expired or been terminated.

6.2. Termination. Either Party may terminate this EULA by means of a written notification in case the other Party fails to perform any material obligation under this EULA if such breach remains uncured following thirty (30) days written notice.

6.3. Termination for Insolvency. Either Party may terminate the EULA immediately if the other Party becomes insolvent and the entity licensed and authorized by the applicable law to act in relation to such insolvent Party does not personally guarantee the future payment of any due fees.

6.4. Termination required by Supervisory Authority. In the event End-User is required by a competent supervisory authority to terminate the EULA or an Order, or change its terms, End-User shall notify Feedzai in writing of (i) termination of the EULA or an Order or (ii) of a requested change in the provisions of the EULA or an Order, all in accordance with the provisions defined by the supervisory authority.

6.5. Effects of Termination. Upon the termination of this EULA for any reason: (a) the Services and right to use the Software will immediately cease, without prejudice of the use right to export End-User Data pursuant to Section 3.4. (Data Portability); and (b) all amounts owed by either Party to the other will become immediately due and payable.

6.6. Termination Assistance: In the event of termination, Feedzai will, upon request and within a reasonable time period, provide the End-User with a draft exit plan, to be approved. If an exit plan is approved, Feedzai will fully cooperate with the End-User to arrange for an orderly transition of the Services to any other third party indicated by the End-User or directly to the End-User. This will occur within an adequate transition period, as provided by Feedzai in the exit plan, in which the End-User will, diligently and in good faith, search for a replacement consistent with the complexity of the provided Services. The transition may involve a certain period of parallel operations between Feedzai and a third party.

6.7. Suspension. Upon prior notice Feedzai may suspend the Service and/or the use of the Software in case of: (i) any outstanding invoice related to the Service not being paid on the due date; (ii) Feedzai becoming aware that End-User's use of the Service violates any applicable law or infringes upon third-party rights; (iii) End-User's use of the Service in violation of Section 5 (End-User Duties); (iv) if End-User's acts or omissions risk harm to other End-Users or the security, availability or integrity of the Service; or (v) in any event where Feedzai is entitled to terminate this EULA. Once the End-User resolves the issue that led to suspension and duly notifies Feedzai to that effect providing the necessary evidence, Feedzai will promptly restore End-User's access to the Service and/or Software.

7. CONFIDENTIALITY

7.1. Use and Disclosure of Confidential Information. Neither Party shall use or disclose to any other person or entity confidential information relating to this EULA or an Order, including but not limited to information relating to technology, technical information, pricing, business, marketing plans, client information, and technical specifications furnished by the other party, either orally or in writing ("Confidential Information"). Each Party further agrees to take the necessary steps to ensure that no unauthorized person shall have access to such information. Neither Party shall disclose, share, rent, sell or transfer to any third party any Confidential Information. The Parties shall use Confidential Information only as necessary to perform this EULA. The receiving Party shall promptly notify the disclosing Party in writing when it becomes aware of any (i) disclosure, dissemination, or misuse of the disclosing Party's Confidential Information by the receiving party or its representatives or agents in breach of this EULA, or (ii) unauthorized access to use of any of the disclosing Party's Confidential Information. The term "Confidential Information" does not include any information (i) previously known to the receiving Party without an obligation of confidentiality, (ii) independently developed by the receiving Party without the use of the disclosing Party's Confidential Information or without violating the disclosing Party's proprietary rights, (iii) acquired by the receiving Party from a third party which is not, to the receiving Party's knowledge despite reasonable efforts, under an obligation not to disclose such information, or (iv) which is or becomes publicly available through no breach by the receiving Party of this EULA or an Order.

7.2. Exceptions. The receiving Party may disclose the disclosing Party's Confidential Information: (i) to the receiving Party's employees or agents who are directly involved in negotiating or performing this EULA and who are apprised of their obligations under this Section 8 and directed by the receiving Party to treat such information confidentially, and (ii) only to

the extent required by applicable law or by a supervising regulatory agency of a receiving party; provided, that in the case of legally-required disclosure, the receiving Party shall (a) to the extent permitted by Law, promptly notify the disclosing Party of such required disclosure, (b) reasonably cooperate with the disclosing Party to seek confidential treatment of any information that it is required to disclose and (c) only disclose such portion of the Confidential Information that it is legally required, in the opinion of counsel, to disclose.

- 7.3. **Destruction.** Except as otherwise authorized or required in furtherance of the purposes of this EULA, promptly upon a request by the disclosing Party, the receiving Party will destroy (and so certify in writing) all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof. Notwithstanding the foregoing, the receiving Party shall not be required to destroy any automated archival backup of such Confidential Information (i) to the extent such destruction is not reasonably practicable, or (ii) as required by applicable law or regulation.
- 7.4. **Injunctive Relief.** Each Party shall be entitled to all remedies available at law or equity, including injunctive relief, to enforce the provisions of this section.

8. WARRANTIES

- 8.1. **Feedzai Warranties.** Feedzai warrants that: (a) it has the required rights to license the Software and provide the Service, (b) it will not materially decrease the overall security of the Service, (c) Software will substantially conform to the Documentation (d) any Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards and (e) it will comply with all applicable laws, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws.
- 8.2. **Software Performance Warranty Remedy.** If Feedzai breaches the warranty under (c) of clause 9.1., Feedzai's sole liability (and End-User's exclusive remedy) for any such breach shall be, in Feedzai's discretion, to use commercially reasonable efforts to provide End-User with an error correction or work-around which corrects the reported non-conformity, to replace the non-conforming Software with conforming Software, or if Feedzai determines such remedies to be impracticable within a reasonable period of time, to terminate the EULA and refund the license fee paid for the Software. Feedzai shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days.
- 8.3. **Service Performance and Professional Services Warranties Remedy.** If Feedzai breaches the warranties under (a) or (d) of Section 9.1. and End-User makes a reasonably detailed warranty claim within thirty (30) days of, respectively, discovering the issue for the service performance warranty or the performance of services for the professional services warranty, then Feedzai will use reasonable efforts to correct the non-conformity. If Feedzai cannot do so within a commercially reasonable period of time, either party may terminate the affected Order as relates to the non-conforming Service or Professional Services. Feedzai will then refund to End-User any pre-paid, unused fees for the terminated portion of the subscription term (for the service performance warranty) or for the non-conforming Professional Services (for the professional services warranty). These procedures are End-User's exclusive remedy and Feedzai's entire liability for breach of the service performance warranty and the professional services warranty. These warranties do not apply to (i) issues caused by misuse, accident, abuse, or unauthorized modifications by End-User or any third party, or use of the Service with hardware or software not specified in the Documentation (i) issues in or caused by third party platforms or other third-party systems or (iii) Trials and Betas (as defined on Section 12.5) or other free or evaluation use versions of the Software.
- 8.4. **Disclaimers.** FEEDZAI DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. END-USER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF END-USER DATA, CONTENT OR USAGE DATA. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FEEDZAI PROVIDES THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, AND DELIVERABLES "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. END-USER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL END-USER DATA.

9. INDEMNIFICATION

- 9.1. **Indemnification by Feedzai.** Subject to Section 11.2. (Liability Cap), Feedzai will defend End-User against any claim, demand, suit or proceeding made or brought against End-User by a third-party alleging that the use of the Service or Software in accordance with this EULA infringes or misappropriates such third-party's intellectual property rights valid in the licensed geography (a "Claim Against End-User"), and will indemnify End-User from any damages and reasonable costs finally awarded against End-User as a result of, or for amounts paid by End-User under a settlement pre-approved by Feedzai in writing of a Claim Against End-User provided End-User (a) promptly gives Feedzai written notice of the Claim Against End-User, (b) gives Feedzai sole control of the defense and settlement of the Claim Against End-User (except that Feedzai may not settle any Claim Against End-User unless it releases End-User of all liability), and (c) gives Feedzai all reasonable assistance, at Feedzai's expense.
- 9.2. **Indemnification by End-User.** Subject to the same amount established in section 11.2. (Liability Cap), End-User will defend Feedzai against any claim, demand, suit or proceeding made or brought against Feedzai by a third-party alleging that any End-User Data, Content or End-User's use of End-User Data or Content with the Services and/or Software is unlawful, infringes or misappropriates third party's intellectual property rights, or arising from End-User's use of the Services or Content in violation of the EULA, the Documentation, or Order (each a "Claim Against Feedzai"), and will indemnify Feedzai from any damages and reasonable costs finally awarded against Feedzai, or for any amounts paid by Feedzai under a settlement approved by End-User in writing of, a Claim Against Feedzai, provided Feedzai (a) promptly gives End-User written notice of the Claim Against Feedzai, (b) gives End-User sole control of the defense and settlement of the Claim Against Feedzai (except that End-User may not settle any Claim Against Feedzai unless it releases Feedzai of all liability), and (c) gives End-User all reasonable assistance, at End-User's expense.

- 9.3. Remedies.** In response to any actual or potential infringement claim, if required by a settlement or injunction or as Feedzai determines necessary to avoid material liability, Feedzai may at Feedzai's option, (i) modify the Service so that it no longer infringes or misappropriates (ii) obtain a license for End-User's continued use of that Service in accordance with this EULA or (iii) fully or partially terminate the affected Order and refund End-User of any prepaid, unused fees covering the terminated portion. This "Indemnification" section states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any third-party claim described in this section.
- 9.4. Exclusions.** Feedzai's obligations in this Section 10 (Indemnification) do not apply to: (a) infringement resulting from End-User's unauthorized modification of the Service or Software, (b) use of the Service or Software not in accordance with this EULA or the Documentation or in combination with items not provided or approved by Feedzai, (c) infringement resulting from the use of Software other than the most current release made available to the End-User, (d) End-User's unauthorized uses of the Service, or (e) Trials and Betas or other free or evaluation features, products or components.

10. LIABILITY

- 10.1. LIMITATION OF LIABILITY. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS EULA FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR CLAIMS OF THIRD PARTIES), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS ITS ESSENTIAL PURPOSE.**
- 10.2. LIABILITY CAP. TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, THE PARTIES' TOTAL AGGREGATE LIABILITY UNDER THIS EULA SHALL BE LIMITED TO PROVEN DIRECT DAMAGES AND SHALL NOT EXCEED THE LICENSE FEES PAID BY END-USER IN THE LAST TWELVE (12) MONTHS.**

11. GENERAL PROVISIONS

- 11.1. Entire Agreement and Order of Precedence.** This EULA constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement or modification of this EULA will be binding unless in writing and signed by duly authorized representatives of both Parties. Nonetheless, with notice to End-User, Feedzai may modify the Schedules to reflect new features or changing practices, but the modifications will not materially decrease Feedzai's overall obligations during a subscription term. In the case of conflicts, discrepancies, errors or omissions, the Order shall prevail over the EULA.
- 11.2. Assignment.** This EULA is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this EULA without such consent shall be void. Notwithstanding, either Party can freely assign or transfer this EULA to any company that is part of its group of companies or as a result of a merger or a sale of all or a substantial part of its share capital.
- 11.3. Severability.** If for any reason a court of competent jurisdiction finds any provision of this EULA or portion thereof, to be unenforceable, that provision of the EULA will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this EULA or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the EULA. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.
- 11.4. No Waiver.** No forbearance, indulgence, delay or relaxation by any Party at any time to require performance of any provision of this EULA shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision and any waiver by any Party or any breach of any provisions of this EULA shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this EULA.
- 11.5. Trials and Betas.** If End-User receives access to the Software and/or Service or certain features on a free or trial basis or as an alpha, beta or early access offering ("Trials and Betas"), use is permitted only for End-User's internal evaluation during the period designated by Feedzai (or if not designated, 30 days). Trials and Betas are optional and either Party may cease Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Feedzai may never release, and their features and performance information are Feedzai's Confidential Information. Notwithstanding anything else in this EULA, Feedzai provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed \$200/€180.
- 11.6. Survival.** Upon expiration or termination of the EULA, the obligations which by their nature are intended to survive expiration or termination, namely sections 3. (Data and Content), 4.4. (Provision of Professional Services to Third Parties), 5 (End-User duties), 7 (Confidentiality), 10 (Liability), and 11 (General Provisions) shall survive termination or expiration of this EULA.
- 11.7. Force Majeure.** No liability shall result to the other Party from delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, accident, labor trouble, pandemic, epidemic, but each Party hereto shall be diligent in attempting to remove such cause or causes.
- 11.8. Relationship between the Parties.** The Parties are independent contractors, and not agents, employees or joint venturers of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.
- 11.9. Export Laws.** The Parties acknowledge that the Software and Services may be subject to export control regulations and sanctions including U.S. economic sanctions, European Commission regulations, United Nations Security Council resolutions, and other similar national or international regulations ("Export Controls and Sanctions"). Each Party represents and undertakes that it and its Affiliates (i) are not named on any Export Controls and Sanctions list of restricted parties, (ii) will not knowingly export, reexport or transfer the Software or Service directly or indirectly, to any country or a foreign national of a country in violation of any such Export Controls and Sanctions (iii) will not engage in activities that would cause the other Party or its Affiliates to be in violation of Export Controls and Sanctions and (iv) it will employ its best efforts

to notify the other Party if it or any of its Affiliates, or any of its or its affiliates' owners, directors, officers, managers, employees, or agents becomes the target of any Export Controls and Sanctions.

- 11.10. Anti-corruption Laws.** The Parties will comply with any law or regulation regarding bribery or any other corrupt activity including, but not limited to, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 ("Anti-corruption Laws). In particular the Parties shall not and shall ensure the persons they employ shall not take any actions or make any omissions that would cause each other to be in violation of any applicable Anti-Corruption Laws or directly or indirectly, offer, pay, promise to pay or authorize any bribe, other undue financial or other advantage or make any facilitation payment to, or receive any bribe or other undue financial or other advantage from, a public official or a private party in connection with this EULA or any transactions undertaken for or on behalf of each other. The Parties shall have and maintain throughout the term of this EULA adequate policies, procedures, and controls to ensure compliance with applicable Anti-Corruption Laws.
- 11.11. Notices.** Any notice, consent, approval, or other communication intended to have legal effect to be given under this EULA ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): (i) by email to legal@feedzai.com or (ii) by registered mail. Unless otherwise provided herein, all Notices will be deemed effective at 9.00 am of the next business day after the date of the transmission by email or on the date of receipt (or if delivery is refused, the date of such refusal) if delivered by registered mail. Notices hereunder will be sent to the contact and addresses set forth in the headings of this EULA and/or in the applicable Order. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner herein provided. Notices shall be written in the English language.
- 11.12. Publicity.** Neither Party may publicly announce this EULA except with the other Party's prior written consent or as required by Law. However, Feedzai may mention End-User in Feedzai's client's portfolio and promotional materials or to make press releases.
- 11.13. Governing Law, Jurisdiction and Venue.** The table below identifies the exclusive jurisdiction and venue for any claim or action arising under or related to this EULA and the law that governs this EULA without regard to any national conflict of laws provisions and without regard to the United Nations Convention on the International Sale of Goods and. In addition, no person who is not a party to this EULA shall be a third-party beneficiary or entitled to enforce or take the benefit of any of its terms. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE ARISING DIRECTLY OR INDIRECTLY OUT OF, RELATED TO, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS EULA, AND/OR RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THEM. THIS WAIVER IS IRREVOCABLE.

End-User's Country or Territory	Governing Law	Jurisdiction / Venue
United States, Canada or Mexico	Laws of the State of California	The Courts of San Francisco, California, USA
APAC, except Oceania	Laws of Singapore	Arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") by one arbitrator qualified in Singapore Law. The language of the arbitration shall be English and the place of the arbitration shall be in Singapore.
Oceania	Laws of New South Wales	The Courts of New South Wales, Australia
All other countries or territories	Laws of Portugal	The Courts of Lisbon, Portugal

- 11.14. Counterparts and Electronic Signatures.** This EULA may be done in one or more counterparts, each of which will be deemed to be an original copy of this EULA and all of which, when taken together, will be deemed to constitute one and the same EULA, notwithstanding the fact that all parties are not signatories to the original or the same counterpart. The Parties hereby agree that this EULA may be delivered by electronic signature (e.g. DocuSign, in portable data format – PDF – or in any other digital mean of identifying that Party's identity and approval of the counterpart) by any or both Parties in which case all Parties agree to rely on the receipt of such document so signed and delivered by electronic means as if the original had been received. The Parties hereby warrant and represent that such electronic signature is valid and legally binding in jurisdictions they may respectively be subject to, and they waive any potential right or claim against the validity of this EULA on the basis of its electronic signature.

Schedule 1 – SUPPORT TERMS

1. DEFINITIONS

“**Error**”: any reproducible failure of the Software to materially conform to the Documentation.
 “**Error Correction**”: any modification or addition to the Software delivered within an update that brings the Software into material conformity with the Documentation.
 “**Feedzai Welcome Pack**”: document defining Support contacts and processes, available on <https://support.feedzai.com/hc/en-us/articles/11136368956947-Welcome-to-Feedzai-End-User-Support>
 “**Product Hotfix**”: any subsequent minor release of the Software. This shall not include any major releases of new versions of the software (product upgrades), options or future products which Feedzai provides separately.
 “**Support Case**”: a single, reproducible issue or problem with the operation of the Software. Examples of Support Cases include, without limitation, Errors and problems encountered due to improper installation, configuration or operation of the Software.
 “**Response Time**”: the period commencing when a Support Case is reported by the End-User’s technical contact and ending when a member of the Feedzai technical support team logs the report and responds to the End-User Technical Contact by telephone or email.
 “**Target Resolution Time**”: an estimated time to solve any Support Case reported by using a Product Hotfix or a workaround solution. Missing Target Resolution Times does not constitute a breach of contract.
 “**Production Environment**”: live and operational environment where Feedzai software applications are running, available to use by End-User, and processing live transaction data (e.g., producing real-time transaction scoring data).
 Capitalized terms and expressions used in this Schedule but not specifically defined in this clause have the meaning defined in the EULA.

2. SERVICES PROVIDED

- 2.1. **Availability.** End-User shall be entitled to receive off-site Support concerning the operation of the Software on a 24/7, 365 basis. Support Cases may be reported to Feedzai by an End-User technical contact via the dedicated Support channels (as defined in Feedzai Welcome Pack). Feedzai will respond to a End-User technical contact by dedicated channels. Feedzai will also provide the End-User with Error Corrections for Errors reported to be in the Software, as they become available.
- 2.2. **Delivery.** Feedzai will only provide Support in English. Support is aimed at addressing Support Cases, and does not cover feature requests, training, or anything that requires additional resources from the product or development teams.. Feedzai reserves the right to exclusively use its own equipment to access and manage the Feedzai service infrastructure. Third parties are not entitled to receive Support from Feedzai and the End-User may not pass through any such requests.
- 2.3. **Reporting.** Support Cases must be reported to Feedzai via the dedicated Support channels (as defined in Feedzai Welcome Pack).
- 2.4. **Exceptions.** Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of client software (e.g. Browsers) or software versions not approved by Feedzai as compatible with the Feedzai systems; (ii) configuration changes, modifications, or alterations to the Software or Service by the End-User without prior testing in non-production environments ; (iii) failure by the End-User to approve the update of the Software or Service prior to the installed version of the Software or Service reaching the Feedzai stated end-of-support date ; (iv) the withholding of approval by the End-User to install hot-fix updates made available by Feedzai to address a End-User issue; (v) use of the Software or Service other than in accordance with the Documentation and the EULA; or (vi) the negligence or intentional misconduct of the End-User, its employees and agents or any third party.
- 2.5. **Additional exceptions for End-User hosted deployments.** If the End-User is not using Feedzai’s cloud, in addition to the exceptions in section 2.4., Feedzai will have no obligation to provide Support in connection with cases or operational disruptions caused by: (i) the use of the Software or Service with software or hardware not designed for use with the operating systems approved by Feedzai in the Documentation; (ii) the use of the Software or Service with hardware that does not satisfy the minimum system requirements specified by Feedzai in the Documentation; (iii) changes, modifications, or alterations to the Software or Service not approved in writing by Feedzai or its authorized representatives;; or (iv) the failure to install Updates made available by Feedzai.
- 2.6. **Welcome Pack** Feedzai Welcome Pack provides definitions of processes and services followed. It may be updated, from time to time by Feedzai, to reflect service changes and improvements.

3. PRIORITY LEVELS

3.1. **Priority levels.** The priority levels applicable are the following:

Priority	Description
Priority 1, Urgent	<p>Issue that severely impacts the use of the service, halting your business operations, with no procedural workaround available. Must be reported via Feedzai Telephone Support Number.</p> <p>Examples:</p> <ul style="list-style-type: none"> ● Service is down or unavailable. ● Data corrupted or lost
Priority 2, High	<p>Major functionality is impacted or significant performance degradation is experienced, causing a high impact to business operations with no reasonable workaround available. Must be reported via Feedzai telephone support number.</p> <p>Examples:</p> <ul style="list-style-type: none"> ● Service is operational but highly degraded performance to the point of major impact on usage. ● Important features of the application offering are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.
Priority 3, Normal	<p>Partial, non-critical loss of use of services, with a medium-to-low impact on the business, but the business continues to function with a short-term workaround.</p>

	<p>Examples:</p> <ul style="list-style-type: none"> • Particular rule has stopped being triggered as expected • Analytics functions (dashboard) are not operating
<p>Priority 4, Low</p>	<p>An incident that has a low level of impact on business operations.</p> <p>Examples:</p> <ul style="list-style-type: none"> • Minor loss of application functionality • Functionality does not match documented specifications

- 3.2. Changes in priority level. A Support Case will lower in priority level if End-User decides to hold back the implementation of the solution for a later time that falls out of the Targeted Resolution Time. Feedzai also reserves the right to lower the priority of an issue after assessing the issue.
- 3.3. Resolution of cases. A Support Case will be closed and marked as resolved upon the earlier of the following: (i) the issue or problem is solved; (ii) if the issue or problem is the result of an Error, the provision of a solution or Error Correction; (iii) Feedzai is able to provide a reasonable and mutually acceptable alternative solution; (iv) Feedzai confirms that the issue or problem is not due to any Error or deficiency in the Software or Service; (v) Feedzai confirms that the issue or problem is in fact due to a third-party; (vi) the End-User's Technical Contact requests that Feedzai closes the Support Case; or (vii) the Priority 1 or Priority 2 Support Case has been left open for 2 hours with no response from the End-User,.
- 3.4. Response Times. Applicable Response Times and Target Resolution Times will be defined in the applicable Order(s).
- 3.5. Target Resolution Time. To the extent addressing an issue requires feedback and approval from the End-User to troubleshoot and/or implement a solution and Feedzai is waiting for feedback/approval, the Target Resolution Time will be paused until feedback/approval has been received by Feedzai.

4. UPDATES

Feedzai will make updates available to End-User either for download together with documentation in printed or electronic form written in English or a language officially supported by Feedzai (for End-User hosting Feedzai services) or by making them available for deployment (for End-User using Feedzai Cloud). Associated training, consultancy and/or other assistance services are outside of the scope of Support and may be subject to separate charges. Feedzai's obligations with respect to Support are expressly conditioned upon the installation and use by the End-User of long-term support releases or short-term support releases within the applicable supported time frames.

Schedule 2 – FEEDZAI CLOUD SERVICE LEVEL

This document is part of the EULA and sets out the Service Level for the provision of the Software from Feedzai’s cloud Production Environments. It does not apply to on-premises deployments or to non-production environments.

1. **Service Availability Commitment.** The commitments shall be set out in the Order(s).
2. **Method of calculation.** Service availability shall be measured in 5 minutes intervals and calculated this way:

$$\text{Monthly Service Availability} = \frac{\text{Sum of Service Availability in all 5-minute periods in the months}}{\text{Total Number of 5-minute periods in the month}}$$

Any interval of 5 minutes that does not have any requests is assumed to be 100% available.

Service availability shall refer to:

- **Scoring APIs** (API endpoints that return either a score or a decision) – Percentage of requests to the Scoring APIs that do not fail with errors attributable to Feedzai.
- **Non - Scoring APIs** – Percentage of requests to the Non-Scoring APIs that do not fail with errors attributable to Feedzai.
- **Case Manager** – All actions, such as login, view alerts, search, other actions will be measured through their HTTP requests to the backend system.

As an illustrative example:

From 00:00 to 00:05 of a day in the month, 100 scoring requests were processed, 5 of which returned with a 5xx response code. For that 5-minute period, the availability is 95/100 = 95%.

In the same calendar month, from 11:00 to 12:00 all scoring requests failed, meaning that there were 12 slots of 5 minutes with an availability of 0%.

All other 5-minute slots of the month had all 0 5xx responses for scoring requests.

For the month in the example, assuming a 30-day calendar month, the monthly uptime percentage would be: 99.86%

Calculation: $(95\% * 1 + 12 * 0\% + 8627 * 100\%) / 8640 = 99.86\%$

3. **Freeze Periods.** There will be periods defined by Feedzai (e. g. Black Friday, Christmas, New Year’s) where maintenance interventions will not take place (“Freeze Periods”). Freeze Periods will be communicated to End-User at least two (2) months in advance. Interventions during Freeze Periods will require mutual EULA. During Freeze Periods End-User shall retain full use of the Services.
4. **Service Response Time Commitment.**
 - a. **Measurement** The Service Response Time refers to the time that each request to any of the Scoring APIs takes to be processed (excluding network time that is dependent on the Internet connection or third-party enrichers that Feedzai connects to on-behalf of the End-User).
 - b. **Measurement.** Service Response Time shall be measured as the average of the Service Response times in a defined percentile for all 5 (five) minutes intervals in a month. The Service Response Time in a percentile in each 5 (five) minute interval is calculated by getting the maximum response time of the lowest X% of requests in that period (e.g. for a percentile 99, should be the maximum latency of the lowest 99% requests).
 - c. **Commitment** During the term of this EULA, and on deployments following the configurations approved by Feedzai, Feedzai will provide End-User with the Service Response Time for Scoring APIs set out in the Order(s).
5. **Service Exclusions.** The service availability commitments do not apply to any issues caused by: (a) End-User’s unauthorized use of the Services or in a manner contrary to the Documentation; (b) unscheduled emergency interventions or any anomaly or event caused by factors outside Feedzai’s reasonable control, including force majeure events; (c) End-User’s systems, equipment, software, network connections or other infrastructure; (d) scheduled service downtime; or (e) End-User exceeding capacity levels specified in the Order.
6. **Service Credits.** End-User will be entitled to the Service Credits set out in the Order. End-User must submit a Service Credit claim within thirty (30) days after the end of the month in which such failure occurred to legal@feedzai.com with a complete description of the downtime, how the End-User was adversely affected, and for how long. Feedzai will apply the Service Credit(s) to End-User’s next invoice. End-User will not receive any refunds or payments for unused Service Credits. Feedzai reserves the right to deny the service credit if the End-User does not qualify. Service Credits constitute liquidated damages and are not a penalty and shall be the End-User’s sole and exclusive remedy for breach of SLAs.
7. **Business Continuity Plan and Disaster Recovery.** Feedzai shall maintain, update, and test business continuity plans, including disaster recovery.

Schedule 3 – DATA PROCESSING EULA

1. Introduction

This Data Processing EULA (“DPA”) reflects the Parties’ EULA with respect to the terms governing the processing and security of Personal Data under the applicable Master EULA signed between the Parties and the applicable Orders (together “the EULA”).

All contacts regarding this DPA must be made to: privacy@feedzai.com.

2. Definitions

Capitalized terms shall have the meaning set out below. Any capitalized terms not defined in this DPA shall have the meaning set out in the EULA or as otherwise defined in the applicable data protection laws:

“**Breach Event**”: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Controller Personal Data transmitted, stored, or otherwise processed by Processor.

“**Controller**”: the entity (and any of its Affiliates, if applicable) who entered into the EULA with Processor.

“**Controller’s Personal Data**”: any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name as well as the categories of data referred to in Appendix A-1, which may be supplied to and Processed by Processor on behalf of the Controller pursuant to or in connection with the EULA.

“**Processing**”: any operation or set of operations which is performed on the Controller’s Personal Data or on sets of Controller 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.

“**Processor**”: Feedzai as the legal person which processes the Controller Personal Data on behalf of the Controller.

“**Restricted Transfers**”: the transfer of Controller Personal Data to a third country. Includes transfers of Controller’s Personal Data to Processor and onward transfers of Controller’s Personal Data from Processor to a Sub-Processor and from a Sub-Processor to another Sub-Processor or between two facilities of a Sub-Processor.

“**Standard Contractual Clauses**”: (i) the Standard Contractual Clauses approved by the Commission Decision 2021/914 of 4 June 2021 for the transfer of personal data to third countries pursuant to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (“**GDPR**”) and (ii) the International Data Transfer Addendum to the EU SCC’s issued by the Information Commissioner’s Office (“**UK SCCs**”)

“**Sub-Processor**”: an entity engaged by the Processor exclusively for the Processing activities to be carried out pursuant to or in connection with the EULA on behalf of the Controller and in accordance with its instructions, as transmitted by the Controller.

3. Duration

Unless otherwise agreed in writing, this DPA will take effect on the date of the EULA’s Effective Date and, notwithstanding its expiry, remain in effect until, and

automatically expire upon, deletion of all Controller’s Personal Data by Feedzai as described in this DPA.

4. Scope and Applicable Laws

4.1. Application of European Legislation The parties acknowledge and agree that the European data protection legislation, such as GDPR will apply to the processing of Controller Personal Data if, for example:

a) the processing is carried out in the context of the activities of an establishment of Controller in the territory of the EEA; and/or

b) the Controller Data is personal data relating to Data Subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA.

4.2. Application of Non-European Legislation The Parties acknowledge and agree that non-European data protection legislation, such as the California Consumer Privacy Act (CCPA) or the Brazilian Lei Geral de Proteção de Dados, may also apply to the processing of Controller Data.

4.3. Application of this DPA The terms of this DPA will apply irrespective of whether the European data protection legislation or non-European data protection legislation applies to the processing of Controller Data.

5. Instructions

5.1. Controller’s Instructions The Processor will process the Personal Data in accordance with the Controller’s instructions and applicable laws : (a) to provide the Service, (b) as documented in the EULA, including this DPA; and (c) as further documented in any other written instructions given by Controller and acknowledged by the Processor as constituting instructions for purposes of this DPA. For sake of clarity, Controller shall solely own all responsibility for the collection of personal data and hereby warrants to Feedzai that it has collected all necessary consents, provided all necessary notices and done all such other things as are required under the applicable data protection legislation in relation to all personal data to be disclosed and processed by the Processor while performing its obligations under the EULA.

5.2. Processor’s Compliance with Instructions Processor will comply with all lawful and reasonable Controller instructions.

6. Data Security

6.1. Security Measures, Controls and Assistance

6.1.1. Security Measures The Processor will implement and maintain technical and organizational measures to protect Controller Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access (“**Security Measures**”), including, but not limited to, measures to encrypt personal data, for regular testing of effectiveness or measures to provide Controller with information about securing, accessing, and using Controller’s Personal Data. Feedzai may update or modify the Security Measures from time to time at its discretion, provided that such updates and modifications do not result in the degradation of the overall security of the Service.

6.1.2. Security Compliance The Processor will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors, and Sub-processors to the extent applicable to their scope of performance, including ensuring that all

persons authorized to process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Feedzai maintains a list of Sub-processors available for consultation at Appendix A-2.

6.1.3. Compliance Standards Feedzai is regularly audited by independent third parties and holds a PCI DSS level 1 and ISO/IEC 27001 certifications, and a SOC 2 Type II attestation report. The baseline of Feedzai's Security Measures is described in detail in the SOC2 Type 2 report. This report will be reviewed from time to time by Feedzai as the security environment evolves.

6.1.4. Feedzai's Security Assistance The Processor will assist Controller in ensuring compliance with any of Controller's obligations in respect of security of Personal Data and Breach Events.,

6.2. Breach Events

6.2.1. Breach Notification Feedzai shall notify the Controller promptly and without undue delay after becoming aware of any Breach Event.

6.2.2. Cooperation Feedzai shall fully and promptly cooperate with Controller in satisfying its obligations with respect to a Breach Event, as determined by applicable data protection laws.

6.3. Controller's Security Responsibilities and Assessment.

6.3.1. Controller's Security Responsibilities Controller agrees that:

- a) Controller is solely responsible for its use of the Service, including: (i) making appropriate use of the Service and the additional security controls to ensure a level of security appropriate to the risk in respect of the Controller Personal Data; (ii) securing the account authentication credentials, systems and devices Controller uses to access the Service; and (iii) backing up its Controller Personal Data; and
- b) Feedzai has no obligation to protect Controller Personal Data that Controller elects to store or transfer outside of Feedzai's and its Subprocessors' systems (for example, offline or on-premises storage).

6.3.2. Controller's Security Assessment Controller acknowledges and agrees that (considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the processing of Controller Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Feedzai as set out in Section 6 provide a level of security appropriate to the risk in respect of the Controller's Personal Data.

7. Audit Rights

7.1. Information and Impact assessment Feedzai shall, upon request, make available to the Controller information reasonably necessary to demonstrate compliance with this DPA and/or the necessary information for the Controller to carry out a privacy impact assessment of the Service and in implementing mitigation actions agreed by the Parties to address privacy risks which may have been identified.

7.2. Audit right Feedzai shall allow the Controller to perform audits in relation to the processing of the Controller Personal Data under the EULA.

7.3. Audit principles

7.3.1. Prior notice The Controller shall give Feedzai a reasonable prior written notice of any audit or inspection to be conducted under this Section (which shall, in no event, be less than thirty (30) days' notice, unless a shorter period is required by a supervisory authority).

7.3.2. Minimal disturbance The Controller shall ensure that each of its mandated auditors uses its best efforts to

avoid causing any disruption to Feedzai's equipment, personnel, data, and business (including any interference with the confidentiality or security of the data of Feedzai's other End-Users or the availability of Feedzai's Service to such other End-Users)

7.3.3. Defined scope If the Controller requests an audit, Feedzai and Controller will discuss and agree in advance on the reasonable start date, scope, and duration of the security and confidentiality controls applicable to any audit.

7.3.4. Fees Feedzai may charge a fee for any audit. Feedzai will provide Controller with further details of any applicable fee, and the basis of its calculation, in advance of any such review or audit. Controller will be responsible for any fees charged by any auditor appointed by Controller to execute any such audit.

7.4. Grounds for refusal Feedzai may deny the exercise of audit rights: i) if Controller has not given Feedzai 30 (thirty) days prior written notice of the intention to carry out any audit; ii) to any auditor that Feedzai has not approved; iii) to any individual unless he or she presents reasonable evidence of identity and authority to Feedzai; iv) if the auditor does not enter into a non-disclosure EULA with Feedzai; v) where, and to the extent that Feedzai considers the audit performance is capable of constituting a material interference with confidentiality, data security and business hours at the premises in question; vi) on more than 1 occasion in each period of 12 months, unless in case of an audit performed as a consequence of a Breach Event or that is conducted by a Supervisory Authority.

8. Data Subject Rights; Data Export

8.1. Access, Rectification, Restricted Processing, and Portability. Feedzai will, in a manner consistent with the functionality of the Services, enable Controller to access, rectify and restrict processing of Controller Personal Data, including via the deletion functionality provided by Feedzai and to export Controller Personal Data.

8.2. Data Subject Requests

8.2.1. Handling of Requests Unless agreed otherwise under this EULA or otherwise stipulated by the applicable data protection legislation, Feedzai shall maintain the accuracy and integrity of the Controller Personal Data by: a) updating, amending, rectifying or deleting inaccurate/incomplete Controller Personal Data in accordance with Controller's request, data subject request or under legal requirement; b) deleting, destroying or returning (at the choice of the Controller) all Controller's Personal Data processed by Feedzai upon termination or expiry of the EULA.

8.2.2. Notification Feedzai shall promptly notify the Controller in case of any Data Subject request received by Feedzai, including the right of access, to rectification, restriction of processing, erasure, data portability, object to the processing and shall advise the Data Subject to submit his/her request to the Controller.

8.2.3. Controller's Responsibility for Requests Controller will be solely responsible for responding to any Data Subject request.

8.2.4. Feedzai's Data Subject Request Assistance If Controller does not have the ability to address a Data Subject's request, Feedzai shall, upon Controller's request, assist Controller in fulfilling any obligation to respond to the mentioned requests for exercising the Data Subject's rights.

8.3. Data Deletion and Data Removal

- 8.3.1. Deletion During Term Processor will enable Controller and/or end users to delete Controller Personal Data during the applicable term in a manner consistent with the functionality of the Services. If Controller or an end user uses the Services to delete any Controller Personal Data during the applicable Term and the Controller Personal Data cannot be recovered by Controller or an end user (such as from the "trash"), this use will constitute an instruction to Processor to delete the relevant Controller Personal Data from Feedzai's systems in accordance with applicable law. Processor will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 (one hundred and eighty) days unless applicable law requires storage.
- 8.3.2. Deletion on Expiry On expiry of the applicable term, Controller instructs Processor to delete all Controller Personal Data (including existing copies) from Feedzai's systems in accordance with applicable law. Feedzai will comply with this instruction as soon as reasonably practicable and within a maximum period of 180 (one hundred and eighty) days unless applicable law requires storage.
- 8.3.3. Data Removal Controller acknowledges and agrees that Controller will be responsible for exporting or requesting Processor to export, before the applicable term expires, any Controller Data it wishes to retain.

9. Data Transfers

- 9.1. Data Storage and Processing Facilities Controller agrees that Feedzai may store and process Controller Personal Data in the United States and any other country in which Feedzai or any of its Sub-processors maintains operations.
- 9.2. Feedzai's Transfer Obligations If the storage and/or processing of Controller's Personal Data (as set out in Section 9.1 (Data Storage and Processing Facilities)) involves Restricted Transfers,; a) Feedzai will confirm there is an adequacy decision by the European Commission regarding the specific third country or international organization. b) In case there is no adequacy decision, the parties by signing this DPA expressly adhere to the Standard Contractual Clauses.
- 9.3. Data Center Information Information about the locations of Feedzai's data centers will be mentioned in the Order. The Processor shall notify Controller of any envisaged change of location of the data centers used in the performance of the EULA.

10. Sub-Processors

- 10.1. Consent to Sub-Processor Engagement Controller specifically authorizes the engagement of any Feedzai Affiliates as Sub-Processors. In addition, Controller generally authorizes the engagement of any other third parties as Sub-Processors ("Third Party Sub-Processors"). If Controller has entered into Standard Contractual Clauses, the above authorizations will constitute Controller's prior written consent to the subcontracting by Feedzai of the processing of Controller Personal Data if such consent is required under the Standard Contractual Clauses.
- 10.2. Sub-Processor Engagement When engaging any Sub-Processor, Feedzai will: a) ensure via a written contract that the Sub-Processor only accesses and uses Controller Personal Data to the extent required to perform the obligations subcontracted to it, and does so in accordance with the EULA (including this DPA) and any Standard Contractual Clauses entered into; b) if the GDPR applies to the processing of Controller Personal Data, the data protection obligations set out in Article 28(3) of the GDPR, as described in this DPA,

are imposed on the Sub-Processor; and c) remain fully liable for all obligations subcontracted to, and all acts and omissions of, the Sub-Processor.

10.3. Opportunity to Object to Sub-Processor Changes

When any new Third Party Sub-Processor is engaged during the applicable term, Feedzai will, at least 30 (thirty) days before the new Third Party Sub-Processor processes any Controller Data, inform Controller of the engagement (including the name and location of the relevant sub-Processor and the activities it will perform) by sending an email pursuant to the Notices clause of the EULA.

Appendix A-1: Subject Matter and Details of the Data Processing

Subject Matter

Feedzai's provision of the Services and related technical support to Controller.

Duration of the Processing

The applicable term plus the period from expiry of such term until deletion of all Controller Data by Feedzai in accordance with the Data Processing EULA.

Nature and Purpose of the Processing

Feedzai will process Controller Personal Data submitted, stored, sent or received by Controller, its Affiliates or end users via the Services for the purposes of providing the Services and related technical support to Controller in accordance with the Data Processing EULA, in particular, for fraud detection services, anti-money laundering and/or other use cases licensed.

Categories of Data

Personal data submitted, stored, sent or received by Controller, its Affiliates or end users via the Services may include the following categories of data:

- Personal Identifiable Information related to the data subject (e.g., name, address, phone number, email, IP, device, account login, among others); and
- Detailed financial transaction records (e.g., transactions made, purchases, payments and withdraw made, locations where those transactions took place, among others).

Data Subjects

Personal data submitted, stored, sent or received via the Services may concern the following categories of data subjects:

- End users of Controller's consumer-facing platform;
- Users of the Services (Controller's employees and contractors); and
- Any other person who transmits data via the Services, including individuals collaborating and communicating with End Users.

Appendix A-2: List of (possible) Sub-Processors and Locations

- **Amazon Web Services:** Feedzai's cloud deployment for AWS may be located in USA, more precisely in the North Virginia region, or in Ireland. Details regarding the location of the data centers will be provided in the Order Form.
- **Google Cloud Platform:** Alternative for Feedzai's cloud deployment, which, if used, will be mentioned in the Order. Details regarding the location of the data centers will be provided in the Order Form.
- **CloudFlare:** This sub-processor operates on a global scale, with multiple datacenters deployed around the world. The datacenter location to be used for a specific connection will depend on the proximity and link quality.

Appendix B – STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

In case the controller is an EU entity and the processor Feedzai Inc. the model of SCC Clauses (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) found in https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX%3A32021D0914&locale=en