

SUBSCRIPTION AGREEMENT

This Subscription Agreement (“**Agreement**”) is by and between 30 60 90 Corporation, a Delaware Corporation (“**Visual Vocal**”) and the customer identified in the applicable Order Form (defined below) (“**Customer**”) and is incorporated by reference into such Order Form.

1. **DEFINITIONS.** Capitalized terms shall have the meanings set forth in this Section 1, or in the section where they are first used.

1.1 “**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Services.

1.2 “**Authenticated Creator**” means any Authorized User who uses a unique login name/password combination assigned to such user by Customer to access and/or use the Services, and who has the ability to upload, transmit or otherwise create Customer Content on the Services.

1.3 “**Authorized User**” means any employee or contractor Customer invites to use and access the Services pursuant to Customer’s rights under this Agreement, and who uses the Services solely for the benefit of Customer.

1.4 “**Customer Content**” means, without limitation, (a) any and all information, data, texts, files, images and other materials that is provided, imported or otherwise used by or on behalf of Customer (or its Authorized Users) with the Services and (b) any User Content of your Authorized Users (as defined in the Terms of Service (defined below)).

1.5 “**Data**” means any personal data, including, without limitation, an Authorized User’s personal data and personal data of Customer’s employees, consultants or other personnel, that is collected, processed or stored by either party in connection with the provision and receipt of the Services;

1.6 “**Data Protection Legislation**” means Directive 95/46/EC of the European Parliament, any successor legislation and any legislation and/or binding regulations by which it is implemented in the relevant jurisdiction and the terms “data processor”, “data controller” “processor”, “processing” and “personal data” shall each have the meaning ascribed to it in the Data Protection Legislation.

1.7 “**Documentation**” means the technical materials provided by Visual Vocal to Customer in hard copy or electronic form describing the use and operation of the Services.

1.8 “**Error**” means a reproducible failure of the Services to substantially conform to the Documentation.

1.9 “**Error Corrections**” means bug fixes or workarounds intended to correct Errors in the Services.

1.10 “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.11 “**Order Form**” means a document signed by both parties identifying the Services to be made available by Visual Vocal pursuant to this Agreement.

1.12 “**Services**” means the services ordered by Customer through an Order Form and provided by Visual Vocal by means of access to certain content and use of the features and functionality of software applications made available to Customer as a service, including the Visual Vocal App and web portal, solely to the extent set forth and further described in, and as limited by, the Order Forms executed by the parties. The Services generally provide VR/AR-powered sharing, querying, collaboration, synthesis and decision-making.

1.13 “Supported Environment” means the minimum hardware, software, and connectivity configuration specified from time to time by Visual Vocal as required for use of the Services. The current requirements are described in the Documentation.

1.14 “Visual Vocal App” means the Visual Vocal mobile application.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer’s payment of the fees set forth in the Order Form (“**Fees**”), Visual Vocal will provide Customer with access to the Services. On or as soon as reasonably practicable after the Effective Date Visual Vocal shall provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Visual Vocal promptly of any such unauthorized use of the Services known to Customer.

2.2 Maintenance and Support. Visual Vocal will provide certain maintenance and support services for the Services that include Error Corrections and updates to the Services.

2.3 Security. Visual Vocal will use commercially reasonable efforts to maintain the security of the Services.

2.4 Responsibility for Services and Content Hosting. Visual Vocal shall, at its own expense, provide for the hosting of the Services which is accessible as part of the Services, provided that nothing herein shall be construed to require Visual Vocal to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Services from the Internet or via a mobile device on which the Visual Vocal App is installed

2.5 Modification. Visual Vocal may update or modify the Services from time to time. If, in Visual Vocal’s sole and reasonable discretion, any such modification to the Services materially reduces the Services’ functionality, Visual Vocal will notify Customer of such proposed modifications via email to the email address associated with Customer’s account no less than thirty (30) days prior to such change.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Visual Vocal grants to Customer a non-exclusive, non-transferable (except as permitted under Section 11.7) license during the Term (as defined below) pursuant to this Agreement, in accordance with the Documentation and limitations (if any) set forth in the Order Form, (a) to access and use the Services enable and enable Customer’s Authorized Users to access and use the Services; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer’s use of the Services.

3.2 Authorized Users Use of the Services. Customer acknowledges and agrees that its Authorized Users’ access to and use of the Services is subject to Visual Vocal’s Terms of Service located here: <http://visualvocal.com/terms.html> (the “**Terms of Service**”). Each Authorized User will be required to accept the Terms of Service prior to being able to access and use the Services.

3.3 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Services, including any results thereof or obtained thereby, or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) interfere in any manner with the operation of the Services or the hardware and network used to operate the Services; (f) modify, copy or make derivative works based on any part of the Services or Documentation; (g) access or use the Services to build a similar or competitive product or service; (h) attempt to access the Services through any unapproved interface; or (i) otherwise use the Services in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and

agrees that the Services will not be used, and are not licensed for use, in connection with any of Customer's time-critical or mission-critical functions.

3.4 Ownership. The Services, Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Visual Vocal, its affiliates and its suppliers. All rights in and to the Services and Documentation not expressly granted to Customer in this Agreement are reserved by Visual Vocal, its affiliates and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Services, Documentation, or any part thereof.

3.5 Open Source Software. Certain items of software may be provided to Customer with the Services and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 or 9. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Visual Vocal makes such Open Source Software, and Visual Vocal's modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to Visual Vocal a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Visual Vocal will not identify Customer or Authorized User as the source of any such feedback without Customer's or Authorized User's prior written (email sufficient) consent.

3.7 Visual Vocal Customer List. Visual Vocal may include Customer's name and logo in a list of Visual Vocal's customers online and in print and electronic marketing materials. Subject to the terms and conditions of this Agreement, Customer hereby grants to Visual Vocal a non-exclusive and limited license to use and publicly display Customer's logo as set forth in this Section 3.7.

3.8 Branding. Should the parties mutually agree to any branding of the Services under this Agreement, such branding (including the scope and pricing associated with such branding), will be set forth in the applicable Order Form, and this Section 3.8 shall apply. As soon as practicable following the Effective Date, Visual Vocal will provide to Customer a version of the Services branded with Customer Marks as set forth in the Order Form ("**Branded Service**"). Such Branded Service will have the same overall design, "look and feel," features and functionality of the Services as of the Effective Date, but will be branded (to the extent set forth on the Order Form) with Customer Marks as opposed to Visual Vocal branding. "**Customer Marks**" means Customer's trademarks, service marks, trade names and associated logos that Customer may provide to Visual Vocal from time to time for use in connection with this Agreement. Customer hereby grants to Visual Vocal a limited, non-exclusive and non-transferable license to use, reproduce and display the Customer Marks solely as necessary to make the Branded Service available to Customer and its Authorized Users hereunder, including the right to integrate the Customer Marks into the Branded Service. Visual Vocal's use of the Customer Marks shall be in compliance with Customer's then-current trademark usage guidelines as communicated to Visual Vocal by Customer. Should Customer find objectionable any use of the Customer Marks by Visual Vocal, Customer will have the right to revoke, with respect to the objectionable use, the rights granted to Visual Vocal under this Agreement to use such Customer Marks, and Visual Vocal will promptly cease using the applicable Customer Marks in the manner found objectionable by the Customer. In such case, Customer acknowledges and agrees that all or a portion of the Branded Service may no longer be available. Visual Vocal's use of the Customer Marks shall inure to the benefit and be on behalf of Customer, and any such use will not create in Visual Vocal any right, title or interest in the Customer Marks.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the services performed by Visual Vocal under this Agreement, Customer will pay to Visual Vocal the Fees. Fees are non-refundable except as required by law or as explicitly set forth herein. Customer will pay all applicable fees when due and, if such fees are being paid via credit card or other electronic means, Customer authorizes Visual Vocal to charge such

fees using Customer's selected payment method. By default, customer accounts are set to auto-renew and Visual Vocal may automatically charge Customer for such renewal on or after the renewal date associated with Customer's account unless Customer has cancelled the Services prior to its renewal date. Visual Vocal may revise Fees charged hereunder from time to time and will provide Customer's designated administrator(s) with email notice of any changes in fees at least sixty (60) days prior to Customer's renewal date. Visual Vocal reserves the right (in addition to any other rights or remedies Visual Vocal may have) to discontinue the Services and suspend all Authorized Users' and Customer's access to the Services if any fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times.

4.2 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (a) must provide the purchase order number at the time of purchase; and (b) agrees that, except for any amendments to this Subscription Agreement that are clearly marked as such on the face of the purchase order, any terms and conditions on a Customer purchase order that conflict with this Subscription Agreement will not apply and are null and void.

4.3 Additional Seat Fees. In the event Customer adds additional Authenticated Creators beyond the maximum number of Authenticated Creators for which Fees have been paid Customer shall be required to pay additional fees (as set forth on the Order Form) associated with the increased number of Authenticated Creators ("**Additional Seat Fees**"). The Additional Seat Fees will be deemed Fees and subject to the same payment terms herein. The Additional Seat Fees shall be due and payable in accordance with the terms herein, regardless of Customer's actual use thereof. Additional Seat Fees may only be downgraded at the time of the renewal of the applicable Order Form.

4.4 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Visual Vocal's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the delivery of the Services, or the license of the Services to Customer. Customer will make all payments of fees to Visual Vocal free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of fees to Visual Vocal will be Customer's sole responsibility, and Customer will provide Visual Vocal with official receipts issued by the appropriate taxing authority, or such other evidence as the Visual Vocal may reasonably request, to establish that such taxes have been paid.

4.5 Interest. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

4.6 Records; Audit. Customer will permit Visual Vocal or its representatives to review Customer's relevant records and inspect Customer's facilities to ensure compliance with this Agreement. Visual Vocal will give Customer at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. If any such audit should disclose any underpayment of fees, Customer will promptly pay Visual Vocal such underpaid amount, together with interest thereon at the rate specified in this Section 4. If the amount of such underpayment exceeds five percent (5%) of fees actually paid during the audited period, Customer will also pay Visual Vocal for Visual Vocal's expenses associated with such audit.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer grants Visual Vocal and its affiliates and suppliers a non-exclusive, worldwide, royalty-free and fully paid license during the Term and any Transition Period pursuant to this Agreement (a) to use the Customer Content as necessary for purposes of providing, analyzing and improving the Services and displaying the Customer Content to Authorized Users, and (b) to use and disclose aggregated and anonymized data about the use of the Services by our customers. The Customer Content hosted by Visual Vocal as part of the Services, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Visual Vocal in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content hosted by Visual Vocal as part of the Services shall not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, pornographic, obscene or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Visual Vocal's system or data; or (e) otherwise violate the rights of a third party. Visual Vocal is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the Services contrary to or in violation of the representations and warranties of Customer in this Section 5.2 constitutes unauthorized and improper use of the Services.

5.3 Customer Responsibility for Data and Security.

(a) Security. To the extent Customer and its Authorized Users have access to the Customer Content or request that Visual Vocal make certain changes and/or deletions to Customer Content by emailing Visual Vocal at support@visualvocal.com, they shall be responsible for all changes to and/or deletions of Customer Content. Customer and its Authorized Users shall be responsible for the security of all passwords and other Access Protocols required in order to access the Services. Customer may have the ability to export Customer Content out of the Services and is encouraged to make its own back-ups of the Customer Content. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer shall comply with all applicable laws, rules and regulations in connection with its use of any Customer Content and/or Data it receives from Authorized Users in connection with its use of the Services.

(b) Data Privacy. When Customer is based in the European Union and/or collects the personal data of data subjects, the following additional terms will apply:

(i) Roles of the parties. With respect to the Parties' rights and obligations under this Agreement relating to the processing, collection or storage of Data, the parties agree that they are jointly data controllers for the purposes of the Data Protection Legislation.

(ii) Purpose of processing. The parties each agree that Data shall only be processed and transferred for the purposes described in, and for the parties to perform their respective obligations outlined in, this Agreement (including, without limitation, the receipt and provision of the Services).

(iii) Obligations of the parties. Each party shall comply with its obligations under the Data Protection Legislation.

(iv) Warranties. Customer warrants, represents and undertakes to Visual Vocal that: (i) it is not aware of any circumstances likely to give rise to breach of Data Protection Legislation in the future; and (ii) it shall be responsible for ensuring that, for the purposes of compliance with Data Protection Legislation, all data subjects (including without limitation all Authorized Users) relating to the Data shall give or have given their valid, express consent to the processing, collection, transfer outside of the European Economic Area ("EEA") and storage of their Data by the parties as anticipated in this Agreement.

(v) Standard Contractual Clauses. To comply with their obligations under Data Protection Legislation in respect of any transfer of Data from Customer to Visual Vocal, the parties shall enter into the Standard Contractual Clauses attached hereto as **Exhibit A]** and each shall comply with the additional obligations and warranties set out therein.

(vi) Information security. Customer agrees that in the event Customer is responsible for a breach of this Section 5.3, it shall offer Visual Vocal the opportunity to be involved in all discussions and decisions relating to the breach and its remedy. Customer agrees that in the event that it becomes aware of accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access of any Data it shall inform Visual Vocal as soon as practicable and in any event within twenty-four (24) hours.

(vii) Subprocessors. Each party may only authorize a third party (“**subprocessor**”) to process the Data: (a) subject to the other party’s prior written consent and where the subcontracting party has supplied the other party with full details of such subprocessor; (b) provided any such subcontracting shall only be by way of written agreement and on terms which impose the necessary obligations to comply with the subcontracting party’s and the subprocessor’s respective duties under Data Protection Legislation; and (c) provided that the subprocessor’s contract terminates automatically on termination or expiry of this Agreement for any reason.

(viii) Liability for subprocessors. To the extent that subprocessor breaches the written agreement outlined in Section 5.3(b)(vii), the subcontracting party shall remain fully liable to the other party for: (a) the performance of its obligations under this Agreement; and (b) the acts or omissions of such subprocessor, as though they were the subcontracting party’s own acts or omissions.

(ix) Data processing indemnity. Customer agrees to indemnify and keep indemnified and defend at its own expense Visual Vocal against all costs, claims, damages or expenses incurred by Visual Vocal or for which Visual Vocal may become liable due to any failure by Customer, its subprocessors, its employees, consultants, other personnel or agents to comply with this Section 5.3.

5.4 Administration of Customer’s Account. Customer may specify one or more administrators (each, an “**Administrator**”) to manage its account. Administrators have the ability to access, monitor, use, export and disclose Customer Content posted by Named Users and to specify permissions for the Named Users. Customer is responsible for: (a) the selection of its Administrator(s); (b) maintaining the confidentiality of passwords and Administrator accounts; (c) managing access to Administrator accounts; and (iv) ensuring that each Administrator’s use of the Services complies with this Subscription Agreement. Visual Vocal shall not be held liable for any actions on the part of Customer’s Administrator(s).

5.5 Authorized User Conduct; Compliance. Customer is responsible for use of the Services by its Authorized Users and for their compliance with the Terms of Service. Customer is also responsible for providing any notice and obtaining any consents and authorizations necessary: (a) to allow the Authenticated Creator to access, monitor, use and disclose the Customer Content posted by Authorized Users on the Services; and (b) to allow Visual Vocal to provide the Authenticated Creator with access to such Customer Content. The Services are not authorized for use by persons under the age of 13 and Customer will ensure that it does not allow any person under 13 to use the Services.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. Visual Vocal warrants to Customer that the Services will operate free from Errors during the Term pursuant to this Agreement. Provided that Customer notifies Visual Vocal in writing of any breach of the foregoing warranty during the term hereof, Visual Vocal shall, as Customer’s sole and exclusive remedy, provide the support and maintenance services described in Section 2.2. This warranty gives Customer specific legal rights, and Customer may also have other rights which vary from jurisdiction to jurisdiction.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND DOCUMENTATION ARE PROVIDED “AS IS,” AND VISUAL VOCAL MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES OR DOCUMENTATION (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY VISUAL VOCAL. VISUAL VOCAL DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY

7.1 Types of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN CONNECTION WITH THEIR RESPECTIVE INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES OR SUPPLIERS BE LIABLE UNDER THIS SUBSCRIPTION AGREEMENT FOR:

(a) ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE; OR

(b) ANY DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF VISUAL VOCAL HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

7.2 Amount of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN CONNECTION WITH ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO VISUAL VOCAL DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL VISUAL VOCAL'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE VISUAL VOCAL'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF VISUAL VOCAL OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY

7.3 Basis of the Bargain. The parties agree that the limitations of liability set forth in this Section 7 shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8. CONFIDENTIALITY

8.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The terms of this Agreement, including the fees payable hereunder, the Services, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Visual Vocal.

8.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Visual Vocal). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall, upon request, provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.3 Exceptions. The confidentiality obligations set forth in Section 8.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or

obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can prove, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

9. INDEMNIFICATION

9.1 By Visual Vocal. Visual Vocal will defend at its expense any suit brought against Customer, and will pay any settlement Visual Vocal makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Services misappropriate any trade secret recognized under the Uniform Trade Secrets Act or infringes any copyright, trademark or United States patent issued as of the Effective Date. If any portion of the Services becomes, or in Visual Vocal's opinion is likely to become, the subject of a claim of infringement, Visual Vocal may, at Visual Vocal's option: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid fees, and upon such termination, Customer will immediately cease all use of the Services and Documentation. Notwithstanding the foregoing, Visual Vocal shall have no obligation under this Section 9.1 or otherwise with respect to any infringement claim based upon (w) any use of or access to the Services by Customer or its Authorized Users not in accordance with this Agreement, the Terms of Service or as specified in the Documentation; (x) any use of the Services in combination with other products, equipment, software or data not supplied by Visual Vocal; or (y) any modification of the Services by any person other than Visual Vocal or its authorized agents (collectively, the "**Exclusions**" and each, an "**Exclusion**"). This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of Visual Vocal, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

9.2 By Customer. Customer will defend at its expense any suit brought against Visual Vocal, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, or (b) any Customer Content. This Section 9.2 states the sole and exclusive remedy of Visual Vocal and the entire liability of Customer, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for the claims and actions described herein.

9.3 Procedure. The party seeking indemnification will provide prompt notice concerning the existence of an indemnifiable claim and cooperate fully with the indemnifying party in defending the claim. Failure to give prompt notice shall not constitute a waiver of a party's right to indemnification and shall affect the indemnifying party's obligations hereunder only to the extent that the indemnifying party's rights are materially prejudiced by such failure or delay. The indemnifying party will have full control and authority over the defense of any claim; provided, however, that: (i) the indemnified party may join in the defense at its own expense using counsel of its choice; and (ii) any settlement requiring the party seeking indemnification to admit liability or make any financial payment will require such party's prior written consent, not to be unreasonably withheld or delayed.

10. TERM AND TERMINATION

10.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order Form, the initial term of an Order Form will be the Initial Term set forth in the Order Form. Thereafter, the Order Form will automatically renew for additional terms of one (1) year unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the then-current term.

10.2 Termination for Breach. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

10.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted to Customer hereunder shall immediately terminate; (b) promptly after the effective date of termination or expiration, each party shall comply with the obligations to return all Confidential Information of the other party, as set forth in the Section 8; and (c) any amounts owed to Visual Vocal under this Agreement will become immediately due and payable. Sections 1, 3.3, 3.4, 3.5, 3.6, 4, 6.2, 7, 8, 9, 10.3, and 11 will survive expiration or termination of this Agreement for any reason.

11. MISCELLANEOUS

11.1 Governing Law; Dispute Resolution. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Washington, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Claims relating to this Agreement or the Services will be resolved through final and binding arbitration, except as set forth below. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration will be held in Seattle, Washington. Notwithstanding these arbitration provisions, either party may bring suit in the federal or state courts located in Seattle, Washington solely for injunctive relief to stop unauthorized use or abuse of the Services or infringement of intellectual property rights and both Visual Vocal and Customer agree to personal jurisdiction there. All disputes will be resolved on an individual basis and Customer may not bring a claim in a class, consolidated or representative action. Class arbitrations, class actions, private attorney general actions, and consolidations with other arbitrators are not allowed under this Agreement.

11.2 Compliance with Laws. The laws of the jurisdiction where Customer is located may be different from Washington law. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services or Documentation hereunder.

11.3 Hosting of Services/Data Transfer. The Services are currently controlled and operated primarily from facilities in the United States. Visual Vocal makes no representations that the Services are appropriate or available for use in other locations. Customers who access or use the Services from other jurisdictions (or who allow their Authorized Users to do so) do so of their own volition and are responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. If Customer is located outside of the United States, Customer agrees that Visual Vocal may transfer, store and process Customer Content in locations other than Customer's country.

11.4 Export. Customer may not use, export, import or transfer the Documentation or Services ("**Visual Vocal Properties**") except as authorized by U.S. law, the laws of the jurisdiction in which you obtained access to such Visual Vocal Properties, and any other applicable laws. In particular, but without limitation, the Visual Vocal Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Visual Vocal Properties, Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer also will not use the Visual Vocal Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. Customer acknowledges and agrees that products, services or technology provided by Visual Vocal are subject to the export control laws and regulations of the United States. Customer shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Visual Vocal products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

11.5 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.6 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.7 No Assignment. Neither party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns.

11.8 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

11.9 Independent Contractors. Customer's relationship to Visual Vocal is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Visual Vocal.

11.10 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

11.11 Entire Agreement. This Subscription Agreement, together with any Customer purchase order or Order Form associated herewith (as limited by Section 4.2), is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior or contemporaneous understandings, agreements and discussions between the parties, whether oral or written, with respect to such subject matters. This Subscription Agreement expressly overrides the Terms of Service solely with respect to Customer's use of the Services.

11.12 Modifications. Visual Vocal may revise this Subscription Agreement from time to time by posting the modified version on its website at least thirty (30) business days prior to the effective date of the modifications being made. If, in Visual Vocal's sole and reasonable discretion, the modifications being proposed are material, Visual Vocal will notify Customer of such proposed modifications via email to the email address associated with Customer's account. By continuing to access or use the Services after the posted effective date of modifications to this Subscription Agreement, Customer agrees to be bound by such modifications.

IF YOU ARE NOT A RESIDENT OF THE EUROPEAN UNION THE FOLLOWING DOES *NOT* APPLY TO YOU

Exhibit A
Standard Contractual Clauses

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

.....

Address:

Tel.:; **fax:**; **e-mail:**

Other information needed to identify the organisation:

.....

(the data **exporter**)

And

Name of the data importing organisation: [30 60 90 Corporation]

Address:

Tel.:; **fax:**; **e-mail:**

Other information needed to identify the organisation:

Also trading as "Visual Vocal"

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data¹;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely the United Kingdom.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely the United Kingdom.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Standard Contractual Clauses: Signatures

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full): 30 60 90 Corporation

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is: **[INSERT DESCRIPTION OF NBBJ/RELEVANT OTHER PARTY ACTIVITIES]**

Data importer

The data importer is a developer and provider of a virtual reality communications platform for corporates which processes personal data in accordance with the terms of this Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects :

- Customers, prospective customers, business partners.
- Employees or contact persons of data exporter's customers, prospective customers and business partners.
- Employees, agents and subcontractors of the data exporter.
- Data exporter's authorised users.

Categories of data

The personal data transferred concern the following categories of data:

- Contact information such as name, address, telephone number, e-mail address.
- Voice recordings and gaze information.
- Device data (e.g. IP address, mobile operating system).
- Connection data.
- Localisation Data.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data :

- None.

Processing operations

The personal data transferred will be subject to the following basic processing activities:

- The objective of processing the personal data is to provide the Services as defined under the Agreement, including maintenance and technical support services.

Standard Contractual Clauses: Signatures to Appendix 1

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

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):

Corporation 30 60 90 employs a variety of industry-standard security technologies and procedures to ensure the protection of personal data from unauthorized access, use, or disclosure.

Physical Security

[INSERT DESCRIPTION IF PHYSICAL SECURITY MEASURES]

Network Security

[INSERT DESCRIPTION IF NETWORK SECURITY MEASURES]

Standard Contractual Clauses: Signatures to Appendix 2

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature