



MASTER SERVICES AGREEMENT

1. This Master Services Agreement sets out the basis on which C8 and the Customer will do business.
2. If the parties agree that C8 should provide any Services to the Customer, they shall complete a Customer Service Order Form.
3. Execution of a Customer Service Order Form by both parties will create a binding contract for the provision of those Services on the terms expressly agreed in writing in that Customer Service Order Form and will incorporate (except to the extent expressly varied by a Customer Service Order Form) the Conditions of this Master Services Agreement, together with the accompanying Services Description and Service Level Agreement which will form part of the relevant Customer Service Order Form.
4. Save where expressly stated, this Master Services Agreement creates no obligation or right on behalf of either party in absence of a Customer Service Order Form.
5. Any notices served under this Master Services Agreement or in respect of any Customer Service Order Form shall be delivered in accordance with Clause 22.1 of the Conditions:

- a. In the case of C8, to the following contact at the following address, fax number or email address:

Attention: Director of Finance

Address: Continent 8 House, Pulrose Road, Douglas, Isle of Man IM2 1AL

Fax: + 44 1624 679 888

Email: legal@continent8.com

- b. In the case of the Customer, to the following contact at the following address, or fax number or email address:

Attention: UBO

Address: Hanchi Snoa 19 TRIAS Building, Curaçao Business

Fax:

Email: info@playora.services

6. The date of this Master Services Agreement is the date of C8's countersignature below.

Agreed and accepted by Continent 8 Technologies Limited, Suite 121 Viglen House, Alperton Lane, Wembley, London, United Kingdom, HA0 1HD (registered in the United Kingdom under company number 08135758)

("C8")

Signature of Authorised Signatory:

DocuSigned by:
Ryan Tobin
970BFDD3234342D...

Job Title: Director

Name: Ryan Tobin

Date: 25-Jul-2025

Agreed and accepted by Playora N.V., Hanchi Snoa 19, TRIAS Building, Willemstad, Curaçao (registered in Curaçao under company number 164245)

(the "the Customer")

Signature of Authorised Signatory:

Job Title: Authorised signature

Name: Boy Hendriks

Date: 30.06.2025



STANDARD TERMS AND CONDITIONS TO THE MASTER SERVICES AGREEMENT

RECITALS

WHEREAS **C8** provides interactive computer services and telecommunication services to companies with mission critical internet operations who require access to outsourced internet infrastructures, access to reliable and resilient bandwidth and managed hosting services in secure and reliable data centre facilities strategically located in various parts of the world;

WHEREAS the Customer wishes to acquire from C8 access to the Internet and related services for its sole use, and C8 is willing, subject to the terms and conditions of these Conditions together with the specific Customer Service Order Form to provide such services to the Customer.

IT IS AGREED:

DEFINITIONS

- 1.1 This Clause 1 sets out the rules of interpretation for the Master Services Agreement and, the Customer Service Order Forms (unless otherwise expressly stated in a Customer Service Order Form).
- 1.2 Unless otherwise defined under these Conditions, words and expressions have, under these Conditions and the Customer Service Order Forms, the following meaning:

Acceptable Use Policy and Access Policy means the acceptable use policy and access policy which are available on the C8 customer portal from time to time together with any other relevant policies which are provided or made available to the Customer by C8 in writing from time to time;

Affiliated Company in relation to a body corporate means any Subsidiary Company of that body; (ii) any Holding Company of that body; (iii) any Subsidiary Company of that Holding Company;

Business Days means when the banks located in the relevant country in which the Data Centre is situated are open for regular banking business;

C8 Authorisations shall have the meaning given to it in Clause 3.8;

C8 Facilities and Equipment means all the infrastructure, equipment cabling and other devices within the Data Centre(s) and Server Rooms procured and or operated by or on behalf of C8 to provide the Services;

Commencement Date means either:-

- a) the Ready for Service Date; or
- b) any fixed date specified as the 'Commencement Date' in a Customer Service



Order Form; or

c) the Installation Date,

as is specified in the Customer Service Order Form, or if not so specified, as is relevant to the specific Customer Service Order Form;

Conditions

means the terms and conditions set out in these Conditions and any Customer Service Order Form;

Confidential Information

means all confidential information disclosed by one party to the other party either marked as confidential or which ought reasonably to be regarded as such, including but not limited to:

(a) all business, financial and operational information, and/or information relating to the parties wider activities;

(b) the terms and conditions of these Conditions, the Customer Service Order Form together with accompanying Service Schedules; and

(c) all data, summaries, rates, reports or other commercial documentation which the recipient may receive in connection with these Conditions,

except where the information:

(a) was public knowledge or already lawfully known to the recipient at the time of disclosure;

(b) subsequently becomes public knowledge other than by breach of these Conditions; or

(c) was received by the recipient by a third party not under an obligation of confidence with respect to the information;

Customer Authorisations

shall have the meaning given to it in Clause 4.1;

Customer Equipment

means the Customer's network servers and other equipment, together with all required software and/or related components, owned and/or supplied by the Customer which is necessary for interconnection to C8's network facilities or otherwise required for use in connection with any of the Services which excludes for the avoidance of doubt the C8 Facilities and Equipment;

Customer Service Order Form

shall comprise:-

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- a) any written order by a Customer for the provision of Services which is accepted by C8 from time to time, pursuant to this Master Services Agreement (and incorporating these Conditions); together with
- b) the accompanying relevant Service Schedule (**Service Description**);
- c) the accompanying service level agreement (**Service Level Agreement**); and
- d) the accompanying additional terms (if any),

(and any reference to a Customer Service Order Form also includes all the provisions incorporated within that Customer Service Order Form);

Data Centre

means the data centre from where and at which the Services are delivered, as specified in the applicable Customer Service Order Form or as agreed between the parties in writing from time to time;

Data Policy

means the data policy which are available on the C8 website at www.continent8.com together with any other relevant policies that are provided or made available to the Customer by C8 in writing from time to time;

Data Protection Legislation

the Data Protection Act 2018 the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all laws and regulations relating to processing of personal data and privacy which may be applicable to the parties;

DDoS Attack

a DDoS attack is defined as an event in which a single or multiple compromised system(s) on the internet target IP traffic at a single or multiple destination host systems, thereby causing a denial of service for users accessing services on the targeted host systems;

Disclosing Party

means the party disclosing its Confidential Information;

DNS

means domain name server;

Fees

means the total of the fee elements described in the relevant Customer Service Order Form;

Gaming Regulations

shall include for those Customers only engaged in





	the provision of online gambling or related products or services, the relevant online gambling regulations which may be applicable to the Services and/or such Customer from time to time. For the avoidance of doubt where a Customer is not involved in online gambling or related products or services then any provisions in these Conditions in relation to the "Gaming Regulations" will not apply to it;
Holding Company	means a company which has a Subsidiary Company;
Installation Date	means the earlier of either:- (a) the date on which the Customer installs the Customer Equipment in the Server Room pursuant to a specific Customer Service Order Form; or (b) the date which is 60 days after the date of the such specific Customer Service Order Form (as referenced in paragraph (a) above);
Intellectual Property Rights	means (a) copyright, software, inventions, patents, database rights and rights in trademarks, designs, know-how and confidential information (whether registered or unregistered); (b) applications for registration, and the right to apply for registration, for any of these rights; and (c) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
Master Services Agreement	means the master services agreement between C8 and the Customer of which these Conditions are referenced therein;
Minimum Monthly Recurring Fee	shall have the meaning in Clause 5.3;
Minimum Term	means the minimum period the Services are to be provided for as specified in the Customer Service Order Form and if no such minimum term is specified then the Minimum Term shall be 12 months from the Commencement Date relevant for the specific Services;
Order Date	shall have the meaning in Clause 3.1;
Payment Card Industry Data Security Standard (PCI DSS)	shall have the meaning, terms and conditions as outlined in Addendum A-1 to this MSA;
Ready for Service Date	means the date on which C8 notifies the Customer by email (or in writing at C8's election) that the specified Services are activated and available for use by the Customer;



Recipient	means the party receiving Confidential Information from the Disclosing Party;
Renewal Period	shall have the meaning set out in Clause 6.2;
Server Room	means the server room(s) in which the Customers Equipment is to be located from time to time within the particular Data Centre;
Service Credits	means the credits awarded to the Customer for any failure by C8 to meet the relevant service level where specified in the relevant Customer Service Order Form;
Services	means the services to be provided by C8 pursuant to the Master Services Agreement, as set out in more detail in the relevant Customer Service Order Form. C8 may utilize information regarding Customer's usage and interaction with the Services to enhance and improve said Services;
Standard Business Hours	means Monday to Friday 9am-5pm in the relevant time-zone of the Data Centre, excluding statutory and bank holidays;
Subsidiary Company	means the same as defined in section 1162 of the Companies Act 2006; and
Virus	any thing or device (including any software, code, file or programme) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, malware, spyware, viruses and other similar things or devices.

1.3 Interpretation

Unless expressly stated otherwise, the following rules of interpretation will apply in these Conditions.

- (a) words in the singular, include the plural and vice versa;
- (b) headings used in these Conditions are for ease of reference only and will not affect the interpretation of these Conditions;
- (c) references to Clauses, Sections, Schedules and Appendices are, unless the context otherwise requires, to Clauses, Schedules and Appendices of these Conditions and references to any





sections is a reference to sections in each of the Schedules or Appendices to these Conditions;

- (d) Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- (e) references to a statute or a statutory provision, include a reference to that statute or statutory provision as from time to time modified or re-enacted;
- (f) references to persons shall include references to individuals, bodies corporate, unincorporated associations, partnerships and any other entity having legal capacity; and
- (g) references to any English statutory provision or English legal terms for any action, remedy method of judicial proceeding, document, legal status, court, official or any other legal concept or thing shall, in respect of any body corporate incorporated in any jurisdiction other than England, be deemed to refer to and include any equivalent or analogous action, remedy, method of judicial proceeding, document, legal status, court, official or other legal concept or thing or what most nearly approximate in that jurisdiction to the English statutory provisions or English legal terms.

2 STRUCTURE OF MASTER SERVICES AGREEMENT

- 2.1 This Master Services Agreement is structured so that individual Customer Service Order Forms may be entered into by the parties from time to time. Customer Service Order Forms are governed by and subject to the terms of this Master Services Agreement.
- 2.2 Save for any Customer Service Order Forms entered into contemporaneously with this Master Services Agreement, this Master Services Agreement does not commit the Customer to purchase Services. The Customer only becomes committed to purchasing and C8 only becomes committed to providing additional Services upon signature by both parties of a subsequent Customer Service Order Form.
- 2.3 Each Customer Service Order Form shall come into force on the date of signature by both parties and shall continue for the Minimum Term and thereafter unless and until terminated in accordance with this Master Services Agreement.
- 2.4 In the event of any inconsistency or conflict between the terms of these Conditions and a Customer Service Order Form, the order in which the document will prevail will be as follows:-
 - (a) Customer Service Order Form; and then
 - (b) these Conditions.

3 SERVICES

- 3.1 For each Service required from time to time, C8 shall prepare and submit a Customer Service Order Form to the Customer which shall only become binding on the parties upon each party executing such Customer Service Order Form ("**Order Date**").
- 3.2 C8 shall not be liable for the consequences of or any delays to the provisions of the Services resulting from any incorrect information the Customer supplied in relation to the provision of the Services. If C8 rejects any information for a valid reason, it is the Customer's responsibility to correct and re-submit the correct information.
- 3.3 Any Customer Service Order Form is an agreement for the Services and is not a lease of any real or personal property. Neither C8 nor the Customer intends to create between them any





relationship of landlord and tenant. C8 grants the Customer (in common with C8 and all others authorised by C8) a limited licence for the duration of the Services to:

- (a) have the Customer Equipment located in such part of the Data Centre as C8 shall from time to time designate; and/or
- (b) use any C8 Equipment provided to it by C8 pursuant to the relevant Customer Service Order Form.

3.4 The Customer acknowledges and agrees that:

- (a) possession and control of all estates and interest in real property in the Data Centre will at all times remain vested in C8 or such other entity as has a superior estate or interest to C8;
- (b) in its sole discretion C8 may require the Customer to relocate the Customer Equipment to such other part of the Data Centre or Server Room as C8 may reasonably designate from time to time. Where C8 does require such a relocation by the Customer shall be in accordance with a plan agreed between the parties so as to try and minimise disruption to the Customer to the extent reasonably possible.

3.5 The Commencement Date for the Services will be specified in the Customer Service Order Form for such Services. For the avoidance of doubt the Customer acknowledges that the terms of the Customer Service Order Form (incorporating these Conditions) are binding on it from the Order Date.

3.6 C8 shall provide the Services with the reasonable skill and care of a competent co-location and telecommunications service provider.

3.7 C8 shall perform the Services in accordance with the relevant Service Schedule and Service Level Agreement.

3.8 C8 shall hold and maintain at all relevant times all appropriate licences, consents, authorisations and permits and comply with any regulations as applicable from time to time which may be required of C8 to provide the Services ("**C8 Authorisations**").

4 OBLIGATIONS OF CUSTOMER

4.1 As a condition precedent to any obligation on the part of C8, the Customer shall obtain and maintain in force during the Minimum Term and any Renewal Period any and all licenses, consents, authorisations and permits and comply with all regulations (including without limitation the Gaming Regulations, if relevant to the Customer) and all applicable legislation and the regulations of any relevant regulatory bodies as applicable from time to time which may be required of the Customer to operate the Customer Equipment in the Server Room(s) and to receive the Services, (together the "**Customer Authorisations**") as applicable. Upon the written request of C8 the Customer shall promptly provide C8 copies of the Customer Authorisations together with such information as reasonably required by C8 in relation to such Customer Authorisations.

4.2 The Customer hereby warrants that it shall have in place all Customer Authorisations by the Commencement Date and that it shall maintain and comply with all Customer Authorisations as required in Clause 4.1 throughout the Minimum Term and any Renewal Period.

4.3 The Customer shall comply with all conditions imposed on the Customer under these Conditions and the Customer Service Order Form from time to time in force.

4.4 The Customer shall comply with the Acceptable Use Policy and Access Policy.





5 FEES AND PAYMENT TERMS

- 5.1 The relevant Customer Service Order Form shall set out the Fees. All Fees are payable in full and cleared funds without deduction, set-off or abatement.
- 5.2 All invoices shall be issued in the currency set out in the Customer Service Order Form. Should the Customer wish to pay in another currency, subject always to C8's approval, it may do so provided the Customer pays the exchange rate difference and any bank charges incurred by C8.
- 5.3 By entering into a Customer Service Order Form, the Customer is committed to certain fees for the Minimum Term set out in that Customer Service Order Form and for any Renewal Period (if relevant) ("Minimum Monthly Recurring Fee"). The level of those Minimum Monthly Recurring Fees will depend on the package of services that the Customer chooses as set out within the terms of the Customer Service Order Form.
- 5.4 The Minimum Monthly Recurring Fees are due and payable in advance on the first day of every month following the Commencement Date. Any activation or set up or any other non-recurring fees shall be invoiced and payable upon the Commencement Date. All other fees are due and payable upon the issuing of an invoice to the Customer.
- 5.5 The Customer acknowledges and agrees that should the provision of any Services terminate at any time prior to the expiration of the Minimum Term or Renewal Period relevant to such Services then subject to Clause 5.6 the Minimum Monthly Recurring Fees payable for the remainder of such Minimum Term or Renewal Period (as relevant) will be payable by the Customer to C8 forthwith upon the effective date of such termination.
- 5.6 The provisions of Clause 5.5 shall not apply where the Customer exercises its right to terminate a Customer Service Order Form pursuant to the terms of Clause 7.1.
- 5.7 All sums payable under these Conditions are exclusive of any Value Added Tax ("VAT") or other taxes or duties levied on such sums and, subject to receipt of a valid VAT invoice, the Customer undertakes to pay and indemnify C8 in respect of any such VAT or other tax or other duty properly chargeable to the Customer by C8.
- 5.8 Late payment of Fees shall bear interest, as of and from their due date, at the annual rate of 4% per annum above the Bank of England base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.9 Subject to Clause 5.11, C8 may increase the Fees with effect from 1st April in each year by an amount not exceeding the proportionate increase in the UK Consumer Retail Price Index (All Items) as published by the UK Office of National Statistics (or any official index replacing it) during the period since:
 - (a) the Commencement Date; or
 - (b) where a Fee increase has previously been implemented pursuant to this Clause, the immediately preceding increase in Fees.
- 5.10 Power consumption fees identified separately or included in the "Rack Fees" can be unilaterally increased by C8 from time to time to reflect direct increases in the costs of power. Such increases shall only take effect upon 30 days prior notice to the Customer.





- 5.11 C8's right to increase the Fees pursuant to Clause 5.9 shall not be exercisable prior to the first anniversary of the relevant Commencement Date, and thereafter shall only be exercisable in relation to the relevant Customer Service Order Form once within any twelve month period.
- 5.12 In circumstances where the Service is comprised of more than one element and the Fees are structured accordingly, the Fees in respect of any particular element will become payable in accordance with this Clause with effect from the Commencement Date for that particular element of Service notwithstanding that there may not be a Commencement Date at such time in relation to other elements of such Services.
- 5.13 Except in the case of demonstrable error, all Fees shall be calculated in accordance with data recorded or logged by, or on C8 behalf.

6 TERM

- 6.1 The Master Services Agreement shall commence on the date this Master Services Agreement is countersigned by C8 and shall, subject to any early termination pursuant to Clause 7 continue in full force and effect until expiry of the Minimum Term and Renewal Period if any and thereafter shall continue in effect until the termination or expiration of the last Customer Service Order Form in effect.
- 6.2 Each Minimum Term specified in a Customer Service Order Form shall automatically be extended for successive fixed one-year periods (the "**Renewal Period**") unless one party notifies the other party in writing at least 90 days before the end of such Minimum Term or Renewal Period it does not wish to extend the Minimum Term or a further Renewal Period, or unless earlier terminated in accordance with Clause 7.
- 6.3 Upon such extension of the Minimum Term or of the Renewal Period, these Conditions shall be renewed upon the terms and conditions in effect immediately before the extension. Any revision of Fees (but excluding any fee increase pursuant to either Clause 5.9 and/or Clause 5.10 which will be notified separately) shall be notified by C8 in writing to the Customer no later than 120 days before the end of the Minimum Term or further Renewal Period, and the Customer shall confirm in writing to C8 within 30 days of the date of such notice whether it wishes to terminate these Conditions. In the absence of any such notification by the Customer these Conditions shall renew for the Renewal Period based on the notified revised Fees.

7 TERMINATION

- 7.1 Without prejudice to the rights and remedies of the parties, either party may terminate either the Master Services Agreement (and consequently every Customer Service Order Form in force at such time) or alternatively any specific Customer Service Order Form only if:
- (a) the other party is in material breach of these Conditions or the Customer Service Order Form (including without limitation any failure to pay any Fees when due) and (in the case of remediable breach but subject always to Clause 11.2) fails to remedy the breach within 10 Business Days of receiving notice to that effect from the other party; or
 - (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

A handwritten signature in black ink, appearing to be a stylized 'B' or 'P' with a long horizontal stroke extending to the right.



- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party); or
 - (e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; or
 - (f) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - (g) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - (h) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; or
 - (i) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 7.1(b) to Clause 7.1(h) (inclusive).
- 7.2 C8 may end the Master Services Agreement and/or a specific Customer Service Order Form (at C8's election) immediately upon written notice to the Customer if:
- (a) it becomes unlawful for C8 to continue to provide the Service; or
 - (b) C8 is required to suspend or cease the Service by a competent regulatory authority.
- 7.3 The Customer acknowledges and agrees that if C8 terminates pursuant to Clause 7.1 or clause 7.2 (where such termination pursuant to clause 7.2 arises in connection with the acts or omissions of the Customer or its shareholders) the Customer shall be required to pay all outstanding charges for the Services being terminated up to the termination date and the balance of the Minimum Monthly Recurring Fees (in relation to which C8 is exercising its termination rights) from the termination date to the end of the Minimum Term or any Renewal Period.
- 7.4 Where the Customer terminates pursuant to Clause 7.1 or C8 terminates pursuant to clause 7.2 (where such termination pursuant to clause 7.2 does not arise due to the acts or omissions of the Customer or its shareholders), the Fees (in relation to which it is exercising its termination rights) are payable by the Customer up to the termination date and C8 shall reimburse to the Customer on a pro rata basis any Fees paid in advance of such date.
- 7.5 C8 will have the right to retain any of the Customer Equipment which is in the Data Centre, until receipt of all sums due and payable to C8. If C8 has not received all sums due and payable within a reasonable time frame to be determined by C8, C8 reserves the right to sell any of the Customer Equipment necessary, at such price that it is able to obtain in the open market and shall apply any amounts received from the sale of the Customer Equipment towards sums due from and payable to it by the Customer.
- 7.6 Prior to the end of the Term (whether due to early termination or expiration) Customer shall remove all cabling, wiring and appurtenances associated with the affected Customer service Order Form that were installed in the Data Center by or at the request of Customer and all Customer equipment. If Customer fails to remove all such items, Customer shall pay C8 for the





cost of removing it. Any Customer equipment which has not been removed from the Data Center within sixty (60) days of the end of the applicable Term shall be deemed to have been abandoned by Customer, and C8 may dispose of or use the Customer equipment without liability to Customer for the value of the equipment or any data contained in it.

- 7.7 Without prejudice to C8's other rights under these Conditions, C8 may at C8's sole discretion suspend the Services or any part thereof forthwith until further notice if C8 are entitled to terminate or if the Customer is otherwise in breach of these Conditions or if C8 are obliged to comply with any order or instruction of a regulatory authority or if any wayleave or other consent required for the purposes of providing such Services is withdrawn, revoked or otherwise ceases to have effect.
- 7.8 The Customer shall continue to be liable to pay the Fees during such suspension if the Service is suspended pursuant to any default by the Customer. The Customer shall reimburse C8 in respect of all costs and expenses incurred in carrying out such suspension and re-commencing of the provision of the Services thereafter save where such suspension is required as a result of any breach of these Conditions by C8.

8 INFORMATION AND CONFIDENTIALITY

- 8.1 Each party shall at all times (both during the term of this agreement and after its termination) treat as confidential, and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall treat as confidential, the other party's Confidential Information and shall not (and shall use its best efforts to procure that its directors, employees, professional advisers and agents shall not) without the prior written consent of the other party disclose Confidential Information other than as permitted by clause 8.2.
- 8.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these Conditions. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 8; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3 No party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Conditions and the Customer Service Order Forms.

9 DATA PROTECTION

- 9.1 In the provision by C8 of space in the Server Room and the related data centre services comprising the Services:
- (a) C8 (and/or its agents, representatives, suppliers or sub-contractors) has no physical or logical access, use or control, nor does it perform any processing activity or assume any responsibility over the Customer or the Customer's end-user personal data that transits or is stored on the Customer Equipment, and so such personal data is outside the reach of any applicable Data Protection Legislation to C8's business; and
 - (b) As a result, C8 is not a data controller or data processor insofar as Customer or Customer end-user personal data transiting or stored on the Customer Equipment is concerned.





- 9.2 The only personal data of the Customer or the Customer's end-users with respect to which C8 assumes data privacy responsibilities under the Data Protection Legislation are:
- (a) contact details and related information provided to C8 for allowing secure access to the Server Room; and/or
 - (b) the management of this Master Service Agreement and its CSOF's and/or
 - (c) providing access to and/or liaising with any helpdesk or support teams as required for the performance by C8 of its obligations hereunder.
- 9.3 To the extent either party provides personal data to the other party, or processes personal data on the other party's behalf, both parties will comply with all applicable requirements of the Data Protection Legislation.
- 9.4 The Customer shall procure that all personal data (whether relating to the Customer or the Customer's end-user) which is processed by, and/or hosted on, the Customer's Equipment shall at all times be encrypted by the Customer both at rest and in-transit.
- 9.5 As set out in Clause 9.2 where either party may in the course of performing its obligations under these Conditions, "process" (as more particularly defined in accordance with the Data Protection Legislation) personal data obtained from the other party then such party will be the "**Data Processor**" and the party providing and/or making available the personal data to be processed shall be the "**Data Controller**" (as defined in the Data Protection Legislation).
- 9.6 The parties agree that the scope, nature and purpose of processing of personal data by the Data Processor, the duration of the processing and the types of personal data shall be as contemplated by the parties in Clause 9.2. where there are any changes to this, the Data Controller will notify the Data Processor immediately in writing if the scope, nature or purpose of processing changes.
- 9.7 The Data Controller will ensure that it has (and will maintain) all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the duration and purposes of this Master Services Agreement.
- 9.8 Each party has made sufficient enquiries and is satisfied that the other party has appropriate resources and expertise in respect of its processing activities under or in connection with this Master Services Agreement.
- 9.9 In relation to any Personal Data processed in connection with the performance by the Data Processor of its obligations under this Master Services Agreement, it shall:
- (a) process that Personal Data on the written instructions of the Data Controller unless the Data Processor is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Data Processor to process Personal Data (**Applicable Laws**). Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall notify the Data Controller of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller;
 - (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;





- (c) ensure that all personnel, contractors, agents or representatives who have access to and/or process Personal Data are:
 - (i) limited only to those personnel, contractors, agents or representatives who need access to Personal Data for the Data Processor to meet its obligations under this Master Services Agreement;
 - (ii) informed of the confidential nature of the Personal Data and are subject to duties of confidentiality in respect of such Personal Data;
 - (iii) are aware of the Data Protection Legislation;
 - (d) not transfer any Personal Data outside of the European Economic Area or another territory which has adequate protections unless the prior written consent of the Data Controller has been obtained and the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data;
 - (e) assist the Data Controller (at the Data Controller's cost) within a reasonable period of time in responding to any request from a Data Subject in connection with any exercise by a Data Subject of its rights under the Data Protection Legislation, and to provide assistance with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators where reasonably requested by the Data Controller;
 - (f) provide, at the Data Controller's request and expense, a copy of all Personal Data held by the Data Processor in the format and on the media reasonably specified by the Data Controller;
 - (g) notify the Data Controller as soon as reasonably practicable on becoming aware of a Personal Data breach, including, without limitation, if any Personal Data is lost, destroyed or becomes damaged, corrupted or unusable, and where requested or required to assist, to notify the Data Subject of such breach;
 - (h) at the written direction of the Data Controller, transfer, delete or return Personal Data and copies thereof to the Data Controller on termination of the Master Services Agreement (or in relation to any specific CSOF) unless required by Applicable Law to store the Personal Data; and
 - (i) keep and maintain complete and accurate records and information of any processing of Personal Data it carries out on behalf of the Data Controller, and to demonstrate its compliance with this Clause 9 and allow, on reasonable notice, the Data Controller (or the Data Controller's representative) to inspect all such records relating to the processing of Personal Data by the Data Processor for the purposes of auditing compliance with this Clause 9;
 - (j) notify the Data Controller as soon as reasonably practicable if it has been given an instruction which doesn't comply with the Data Protection Legislation;
 - (k) if the Data Processor receives any complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to its compliance with the Data Protection Legislation, notify the Data Controller as soon as reasonably practicable and provide the Data Controller with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 9.10 The Data Controller consents to the Data Processor appointing a third party processor of Personal Data (a "**Sub-Processor**") under this Master Services Agreement or any specific CSOF provided that:
- (a) the Data Processor confirms that it has entered or (as the case may be) will enter into a written





agreement with the Sub-Processor on terms which are substantially similar to those set out in this Clause 9; and

- (b) as between the Data Controller and the Data Processor, the Data Processor shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this Clause 9.10.

10 INDEMNITIES

10.1 Scope of Indemnity by the Customer

Subject to Clause 11, the Customer shall fully indemnify, defend and hold harmless C8 and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following:

- (a) the fraud or dishonesty of any of the Customer personnel or subcontractors; or
- (b) any claim that any of the Customer's services and/or products offered or made available from the Customer's Equipment infringes a third party's rights, including third party Intellectual Property Rights or rights in respect of confidential information; or
- (c) that the Customer was in breach of the warranty set out in Clause 4.2; or
- (d) any breach by the Customer of Clause 8.

10.2 Scope of Indemnity by C8

Subject to Clause 11, C8 shall fully indemnify, defend and hold harmless the Customer and its officers, directors, employees, agents, successors and assigns from and against any and all costs, actions, claims, damages or losses whatsoever arising from or in connection with or based on any claim of the following:

- (a) the fraud or dishonesty of any C8 personnel or subcontractors; or
- (b) any claim that any C8 product and/or services or C8 Confidential Information or C8 Intellectual Property Rights, or the use, reproduction or exploitation of any of the same infringes a third party's rights, including third party Intellectual Property Rights or rights in respect of confidential information; or
- (c) any breach by C8 of Clause 8.

11 LIABILITY

11.1 Neither party shall be liable:

- (a) for any breach of its obligations under these Conditions resulting from a "**Force Majeure**" which shall include without limitation acts of God, acts of war, acts of terrorism, civil uprising, acts of civil disobedience, natural catastrophes, industrial disputes (whether or not involving their employees), acts of local or central Government or other competent authorities and accidents beyond their control; nor
- (b) for any indirect, incidental, special, consequential, exemplary or punitive damages or any damages for lost profits, lost revenues, loss of goodwill, loss or corruption of data or interference with business whether or not caused by the acts of omissions or negligence of its employees or agents and regardless of whether such party has been informed of the possibility of the





likelihood of such damages.

- 11.2 The Service Credits and remedies provided in the Service Level Agreement (forming part of a Customer Service Order Form) constitute the sole and exclusive remedy available to the Customer against C8 in the event of any failure of C8 to deliver the Services in accordance with the relevant Service Level Agreement.
- 11.3 Subject to Clauses 11.4 and 11.5 the total liability of each party to the other party, whether in contract, tort (including negligence) or otherwise shall not exceed a sum equal to 100% of the Fees paid or payable by the Customer in the twelve month period prior to the relevant claim.
- 11.4 However, nothing in these Conditions limits or excludes the liability of either party to the other in respect of:
- (a) death or injury to persons caused by its negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot by law be limited or excluded.
- 11.5 Nothing in this Clause 11 shall apply to limit or exclude the Customer's payment obligations to C8 in accordance with these Conditions.
- 11.6 Subject to Clause 11.4, and save as expressly set out in a CSOF for DDoS Services (where relevant), C8 excludes any and all liability in relation to any DDoS Attack which the Customer may suffer or incur at any time while receiving the Services and without limitation to the foregoing, C8 does not represent or guarantee in any way that it can prevent malicious traffic from entering the Customer's network.
- 11.7 This Clause 11 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other in respect of:
- (a) any breach of this Master Services Agreement or an individual Customer Service Order Form however arising;
 - (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this this Master Services Agreement or an individual Customer Service Order Form however arising.

12 INSURANCE

- 12.1 Where there is a requirement for Customer Equipment to be installed in the Server Room to provision any Services from time to time, such Customer Equipment shall at all times remain the property and at the risk of the Customer and the Customer acknowledges that C8 shall not (whether by way of primary insurance or through any attempts at subrogation by the Customer's insurers) provide any insurance coverage for any damage or loss to the Customer Equipment while located in the Data Centre. Instead the Customer is responsible for insuring the Customer's Equipment, against loss or damage while located in the Data Centre.
- 12.2 Where Customer Equipment is located in the Server Room at any time, then each party shall maintain in full force and effect, at its own expense, during the Minimum Term and each Renewal Period, with an insurance company of repute, appropriate insurance in respect of its obligations under these Conditions, including property insurance covering its own equipment at the reinstated values located in the Data Centre(s) and commercial liability insurance covering bodily injury, personal injury and damage for not less than £5,000,000 for any one occurrence.



- 12.3 The parties shall on request, and where applicable, supply copy of their relevant certificate of insurance to each other as evidence that such policies remain in force.
- 12.4 Without prejudice or limitation to Clause 12.1 neither the Customer nor its insurer (from time to time) shall bring any action or claim against C8 (or its agents, employees or sub-contractors) in respect of any loss or damage which the Customer could recover under any relevant insurance policy (whether or not such insurance has been put in place or, if in place, has been invalidated in any way or form as a result of an act or omission of the Customer, its employees, agents, sub-contractors, or C8).
- 12.5 Customer acknowledges that additional insurance coverage may be required by any Data Centre Owner and that such Data Centre Owner may require certificates of insurance to be provided by Customer, its Affiliates or any contractor or vendor that may access the relevant Data Centre, which certificates shall name Data Centre Owner and such other parties as Data Centre Owner may designate as additional insured(s). Such additional insurance requirements shall be further described in the relevant Customer Service Order Form.

13 DISPUTE RESOLUTION

Any dispute between the parties arising out of or relating to these Conditions will be resolved as provided in this Clause 13.

13.1 Informal Dispute Resolution

The parties will use their reasonable endeavours to resolve any dispute under these Conditions informally as provided for in this Clause 13. In the event that the parties are unable to resolve a dispute:

- (a) upon the written request of a party, each party will appoint a senior designated representative who does not devote substantially all of his or her time to performance under these Conditions, whose task it will be to meet for the purpose of endeavouring to resolve such dispute;
- (b) the designated representatives will meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue that the parties believe to be appropriate and germane in connection with its resolution and in any case shall use their reasonable endeavours to resolve the dispute within forty five (45) days of the date of the first notice under Clause 13. The representatives will discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding; and
- (c) the specific form for the discussions will be left to the discretion of the designated representatives.

13.2 Court Proceedings

- (a) In the event that the parties are unable to resolve a dispute by the application of the informal dispute resolution procedures set out in Clause 13.1, either party may elect to seek recourse through the English courts which shall have the exclusive jurisdiction in respect of any such disputes.
- (b) Nothing will prevent a party from at any time commencing court proceedings relating to any dispute arising from these Conditions having notified the other party in writing of its intention to withdraw from the dispute resolution process set out in Clause 13.1.
- (c) Nothing in these Conditions shall prevent either party from seeking equitable relief, including injunctive relief.





14 THIRD PARTY RIGHTS

Nothing in these Conditions shall be deemed to grant any rights or benefits to any person other than the parties, their respective successors in title or assignees, or entitle any third party to enforce any provision hereof and the parties do not otherwise intend that any term of the Master Services Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

15 BRIBERY ACT

C8 or the Customer will not, and nor will any of their officers, employees, shareholders, representatives or agents, directly or indirectly, either in private business dealings or in dealings with the public sector, offer, give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage (whether or not by using any payments under these Conditions or any Customer Service Order Form) with respect to a Customer Service Order Form which (i) would violate any anti-bribery or anti-corruption laws or regulations applicable to C8, the Customer and the Customer's affiliates, (ii) is intended to, or does, influence any person to act or reward any person for acting in breach of expectation of good faith, impartially or trust, or which it would otherwise be improper for the recipient to accept (iii) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper.

16 MODERN SLAVERY ACT

C8 and the Customer shall ensure that it, and all persons associated with it, shall fully comply with all applicable laws, statutes, regulations, and codes relating to modern slavery requirements, forced labour and human trafficking including but not limited to the UK Modern Slavery Act 2015 ("Modern Slavery Requirements"). C8 and the Customer shall have and shall maintain in place throughout the term of the Agreement and the terms of the Customer Service Order Forms, its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Modern Slavery Requirements. It is agreed that C8 and the Customer must commit to all areas of this Modern Slavery Requirements for any services, or possible services in relation to the Services. The Customer shall notify C8, and C8 shall notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement and/or Customer Service Order Form, such notice to set out full details of the circumstances. The Customer shall indemnify C8 (and members of its Group) against any loss or damage suffered by C8 (or its Group) as a result of any breach by the Customer of this provision.

17 NO PARTNERSHIP

Nothing in these Conditions, and no action taken under these Conditions, shall create a partnership or establish a relationship of principal and agent between any of the parties or otherwise authorise any party to bind any other party for any purpose.

18 NO AGENCY

- 18.1 These Conditions does not make either party the agent of the other. Neither party shall have the authority to accept any order or any contract on the other's behalf and neither party will commit, receive payment or generate expenses on behalf of the other and will make no promises, representations or guarantees or hold itself out as having any such authority to do any of aforesaid for the other.





- 18.2 These Conditions, and the provision of the Services is personal to the parties. Neither party shall have the right to assign, transfer or novate any part of these Conditions to another party without the prior written consent of the other.

19 WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20 RIGHTS AND REMEDIES

The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

21 ENTIRE AGREEMENT

- 21.1 The Master Services Agreement, together with each Customer Service Order Form executed from time to time pursuant to these Conditions (and accompanying Service Description and Service Level Agreement), constitutes the entire agreement between the parties and shall, unless otherwise expressly stated, supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 The Customer acknowledges that in executing a Customer Service Order Form it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out or incorporated in the Master Services Agreement and/or in the relevant Customer Service Order Form. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these Conditions or a Customer Service Order Form save that nothing in this Clause shall limit or exclude any liability for fraud.

22 GENERAL CONDITIONS

- 22.1 Unless otherwise expressly stated, any communication in connection with these Conditions must be in writing and unless otherwise stated, may be given in person, or by post at the address stated in the Master Services Agreement or such other address as may be notified by the party in accordance with this provision. Where it is expressly set out certain communications may be made by email.

Except as provided herein, any communication in connection with these Conditions will be deemed to be given as follows:

- (a) if delivered in person at the time of delivery;
 - (b) if posted three days after being deposited in the post, postage prepaid, in a correctly addressed envelope; and
 - (c) if by email, when received.
- 22.2 The parties may assign its right under these Conditions to an Affiliated Company on written notice to the other party provided that the said assignee shall:-

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- a) obtain and maintain in good standing throughout the Minimum Term and Renewal Period such Customer Authorisations as may be required (where relevant) and shall perform the other obligations of the assigning party as set out in these Conditions;
- b) enter into a direct covenant to comply with the terms of this Master Services Agreement as if named herein as the assigning party; and
- c) in the other party's reasonable opinion have the financial resources (which may be satisfied by the provision of appropriate parent company guarantees) and operational capabilities to perform the assigning party's obligations under these Conditions, and

the assigning party shall provide such information and documentation in relation to its assignee as the other party may reasonably request.

- 22.3 The Master Services Agreement together with any Customer Service Order Form (and accompanying Service Description and Service Level Agreement) are governed by and shall be construed in accordance with the laws of England and Wales and subject to Clause 22.5, the parties agree to submit to the exclusive jurisdiction of courts of England and Wales.
- 22.4 The Customer irrevocably waives any objection that it has now, or may hereafter have, to the courts of England and Wales being nominated as the forum to hear and to determine any suit, action or proceeding, and to settle any dispute that may arise out of, or in connection with, these Conditions and agrees not to claim that any such court is not a convenient or appropriate forum.
- 22.5 Notwithstanding the foregoing, C8 may take proceedings against the Customer in any other competent jurisdiction to execute and enforce against the Customer a judgment issued by the courts of England and Wales.
- 22.6 If any provision of these Conditions shall be held to be illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. The enforceability of the remainder of these Conditions shall not be affected by any modification to or deletion of a provision or part-provision under this clause.
- 22.7 This Master Services Agreement and any Customer Service Order Form may be signed by the parties electronically. A signed copy of this Master Services Agreement and/or Customer Service Order Form (whether an electronic or written signature) transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement for all purposes. The parties agree and acknowledge that delivery of electronic signature copy by a party shall constitute execution and delivery by such signatory.



Addendum A-1: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD ADDENDUM

This PAYMENT CARD INDUSTRY DATA SECURITY STANDARD ADDENDUM ("**Addendum**") is made and entered into effective as of the last signature set forth on the signature page of the MSA, by and between C8, the Customer, collectively with C8 as the "**Parties**" and individually a "**Party**".

RECITALS

- (A) The Parties desire to ensure that their respective rights and responsibilities under the Underlying Agreements (as defined below) reflect applicable state statutory and regulatory requirements as well as the applicable industry requirements set forth in the Payment Card Industry Data Security Standard, Requirements and Security Assessment Procedures (the "**PCI-DSS Requirements**"), as promulgated by the PCI Security Standards Council, ("**PCI Council**"), as such laws, regulations and industry requirements may be amended from time to time (collectively, "**Credit Card Rules**").
- (B) C8 provides certain data services including managed servers, cloud computing, and colocation at its data centers (the "**Servers**").
- (C) Customer stores, processes or transmits cardholder credit card data or sensitive authentication data (collectively, "**Customer Data**") and is therefore subject to the Credit Card Rules relating to the protection of such data.
- (D) Pursuant to the Underlying Agreements, Customer uses the Servers to store and house Customer Data (the "**Services**") and Continent 8 is therefore considered a Service Provider (as defined below).
- (E) The PCI-DSS Requirements provide, among other things, that Customer and Continent 8 maintain a written agreement that includes an acknowledgement that Continent 8 is responsible for the security of Cardholder Data (as defined below) that Continent 8 possesses or otherwise stores, processes or transmits on behalf of Customer.

NOW, THEREFORE, the Parties agree as follows:

1. CONTINENT 8'S OBLIGATIONS

Continent 8 acknowledges to the Customer that, subject to Customer's compliance with their obligations in Section 2, Continent 8 is responsible for ensuring that:

- (a) the processes and mechanisms for performing activities to restrict physical access to cardholder data are defined and understood;
- (b) physical access controls are in place to manage entry into the cardholder data environment;
- (c) physical access to the cardholder data environment for personnel and visitors is authorized and managed;
- (d) Continent 8 media with cardholder data is securely stored, accessed, distributed, and destroyed when no longer in service;
- (e) a comprehensive information security policy that governs and provides direction for protection of the entity's information assets is known and current;
- (f) acceptable use policies for end-user technologies are defined and implemented;
- (g) targeted risks to the cardholder data environment are formally identified, evaluated, and managed;
- (h) PCI DSS compliance is managed;
- (i) PCI DSS scope is documented and validated;
- (j) Security awareness education is an ongoing activity;



- (k) Personnel are screened to reduce risks from insider threats;
- (l) Risk to information assets associated with third-party service provider (TPSP) relationships is managed;
- (m) Continent 8 support their customers' PCI DSS compliance; and
- (n) Suspected and confirmed security incidents that could impact the cardholder data environment are responded to immediately.

1.1. Attestation of Compliance. Upon written request, Continent 8 will provide to Customer, subject to Customer executing a mutually acceptable non-disclosure agreement, Continent 8's Attestation of Compliance for Onsite Assessments – Service Providers ("**Attestation**"), in a form substantially similar to the form promulgated by the PCI Council and as such form may be modified from time to time.

1.2. Ownership. Continent 8 acknowledges that Continent 8 has no ownership rights in the Customer Data.

2. CUSTOMER OBLIGATIONS

2.1. Customer's Responsibilities. Customer agrees and understands that compliance with the Credit Card Rules requires the reasonable cooperation of both Parties. Accordingly, Customer will (a) use commercially reasonable efforts to manage and maintain all PCI-DSS Requirements that are solely within the control of Customer, including but not limited to encrypting all Customer Data using Strong Cryptography, to the extent applicable, and obtaining third-party audits to the extent required by the PCI-DSS Requirements; and (b) reasonably cooperate with Continent 8 to manage and maintain the applicable PCI-DSS Requirements that are shared between the Parties. To the extent Customer uses any Compensating Controls in complying with the PCI-DSS Requirements, all such Compensation Controls will be commercially reasonable. In the event Customer engages a third party auditor to evaluate its compliance with the PCI-DSS Requirements, Customer will provide to Continent 8 an Attestation, in a form substantially similar to the form promulgated by the PCI Council and as such form may be modified from time to time. However, if Customer undertakes a PCI-DSS Requirements Self-Assessment Questionnaire ("**Self Certifies**"), Customer will provide to Continent 8 a copy of the completion certificate promptly upon Continent 8's written request.

2.2. Viewing Customer Data. Customer will not request Continent 8 to view Customer's Data.

2.3. End Users. Customer agrees and understands that, as between Customer and Continent 8, Customer, and not Continent 8, is responsible for managing whether Customer's end users are authorized to share, access, store, process, transmit, create or use the Customer Data with the Services and whether Customer's end users comply with the Credit Card Rules and Continent 8 will have no obligations relating thereto.

3. MISCELLANEOUS

3.1. Modifications to Credit Card Rules. If the Credit Card Rules are amended by the PCI Council or federal or state legislation is passed, the effect of which, in the sole opinion of a Party, results or could reasonably result in this Addendum violating any Credit Card Rules or materially affecting a Party's obligations hereunder, the Parties will reasonably cooperate to amend the applicable terms of this Addendum within sixty (60) days of receiving a request for amendment from a Party and, in the event the Parties cannot agree on a mutually acceptable amendment, this Addendum will immediately terminate in accordance with the Underlying Agreements.



IN WITNESS WHEREOF the Parties have read and agreed to the Payment Card Industry Data Security Standard Addendum to be effective as of the last signature date on the MSA.

A handwritten signature in black ink, consisting of a stylized 'A' followed by a horizontal line and a diagonal stroke.