

Cassiopeia's Remote Work Solution - Terms and Conditions

Cassiopeia Social Innovation Ltd. ("Cassiopeia", "Company", "we" or "us") welcomes you, your organization and its employees ("you", "your" or "Customer") to our unique solution, developed by us, which provides insights about team dynamics (the "Solution"). You may only use the Solution in accordance with the terms and conditions hereunder.

YOU HEREBY REPRESENT THAT YOU HAVE THE FULL POWER AND AUTHORITY TO BIND YOUR ORGANIZATION WITH RESPECT TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, ANY ACT OR OMISSION PERFORMED BY YOU IN CONNECTION WITH THE SOLUTION SHALL OBLIGATE YOUR ORGANIZATION.

By entering, connecting to, accessing or using the Solution, you acknowledge that you have read and understood the following terms of use (the "Agreement") and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Solution.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACTIVATE THE SOLUTION.

1. SCOPE OF USE

1.1. **Terms of use.** Company hereby grants to Customer, for the duration of the term detailed in the Commercial Terms (the "Term") and for the consideration, a limited, nonexclusive, non-transferable, non-assignable (by operation of law or otherwise), revocable, royalty-free right and license, without the right of sublicense, solely for to use the Solution and the solely for internal business purposes (the "License").

1.2. **Access to the Solution.** The Company shall provide the Customer with the access and use of the Solution, solely by Customer's employees and contractors who are explicitly authorized by the Customer to use the Solution (each, a "Permitted User"). The Customer hereby acknowledges and agrees: (i) to keep, and ensure that the Permitted Users will keep the access to the Solution's reports, including login details and passwords secured at all times, and otherwise comply with the terms of this Agreement; and (ii) to remain solely responsible and liable for

the activity that occurs in the account and for any breach of this Agreement by a Permitted User.

1.3. **Customer Obligations, Representations and Warranties.** Customer hereby represents and warrants that it has and will retain all rights, permissions and licenses necessary to enter and perform its obligations hereunder. Customer will use the Solution, in a careful and proper manner in accordance with the Solution documentation, and in compliance with all laws, ordinances or regulations relating to the use of the Solution including but not limited to, applicable restrictions concerning the protection of privacy and any intellectual property rights. Customer will provide the Company with feedback data (e.g., questions, comments, suggestions or the like) regarding the Solution (collectively, “Feedback”), and such Feedback shall be deemed non-confidential. All intellectual property rights in such Feedback will belong exclusively to Company, and Customer hereby irrevocably assigns all such rights to Company. Company shall have the right to modify and/or update the Solution from time to time, at its own discretion. Customer will take any action reasonably requested by Company to maintain or improve the use or functionality of the Solution.

1.4. **License Restrictions.** Customer will not, and shall not allow any of its Permitted User or any other third party to: (i) make copies of the Solution, its interface or documentation; (ii) remove any Company proprietary marks appearing in the Solution [or remove the Solution from its place of installation] without Company’s written consent obtained prior thereto; or (iii) disclose the results of any benchmarking of the Solution or use such results for its own competing development activities. Customer may not assign, rent, transfer, or sell any of its rights under this License or this Agreement without the prior written consent of Company.

1.5. **Use of Customer’s Name.** Company may use the Customer’s name in its promotional material such as press releases, advertising, mailings or any promotional activity, *provided, however*, Company obtains Customer’s approval to such marketing material prior to publication.

1.6. **Users Consent/Users Data.** Operation of the Solution requires the Customer and its Users (as defined below) to provide, upload, transmit, or make accessible to

Company certain data, which may include identifiable information (collectively, the "Customer Data"). The Customer represents and warrants that it has all the necessary rights, consents, and permissions to hold and use the Customer Data and that such data does not infringe any third party's intellectual property rights, privacy rights or publicity rights. The Company shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use the Customer Data in order to provide the services to the Customer. Any access and use of the Solution by the employees of the Customers (the "User") shall be contingent upon such User granting his/her consent to the terms of the Company's Privacy Policy (the "Privacy Policy") available at: <https://docs.cassiopeia.tech/Privacy%20Policy.pdf>

For the avoidance of doubt, any User who shall not approve the terms of the Privacy Policy, shall not be able to use the Solution. In the event that the Customer's agreement with its Users shall include provisions which contradict the provisions under this Agreement or the Privacy Policy, Customer shall indemnify the Company for any and all costs and damages arising to Company from such contradiction.

1.7. The Company may collect, store, use and publish non-identifiable information, aggregated and analytics information arising from the Customer's use of the Solution and/or arising from the Customer Data (the "Analytics Information"), in order to provide and improve the Solution, the Company's services and for any legitimate business purpose. The Company is and shall remain the sole owner of the Analytics Information

1.8. **Effect of Termination.** Upon termination or cancellation of this Agreement, unless the parties decided to extend the engagement pursuant to the Commercial Terms, the Company shall terminate Customer's account in the Solution. Customer shall immediately cease the use of the Solution (and shall make sure its Permitted Users shall cease the use).

2. **Billing.** All sums payable under the Commercial Terms shall be made in USD and shall not be inclusive of VAT. Payments under the Commercial Terms shall be made pursuant to invoices issued by the Company to the Customer, within 30

(Thirty) calendar days after receipt of the invoice. Each party will pay its own applicable taxes and bank fees and any other charges imposed.

In the event that Customer does not pay the consideration pursuant to the Commercial Terms (the “Consideration”) when due, then the Company shall be entitled to terminate this Agreement immediately, without any prior notice to Customer.

The Company shall be entitled to amend the Consideration and terms of payment from time to time by delivering a prior written notice to the Customer.

3. **No Warranties.** Customer acknowledges and understands that the Solution and any content provided thereunder, and its ancillary documentation are provided “as is.” Company makes no warranty to Customer or any other third party of any kind with respect to the Solution or such documentation and hereby disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. The company makes no warranty and shall have no responsibility whatsoever to the Customer and/or Users and/or any third party with regard to their manner of use of the Solution and/or the content of information and/or Customer Data provided via the Solution.

4. **Disclaimer of liability.** Company, Company’s employees, agents and/or affiliates will not be liable for any injuries or damages to any person, tangible or intangible property resulting from any cause whatsoever in connection with this Agreement. In no event will Company be liable for any damages resulting from loss of data, loss of use or loss of revenue or profit and Company further disclaims any and all liability for indirect, incidental, special, consequential, or other similar damages regardless of the form of action whether in contract, tort (including negligence), strict product liability or any other legal or equitable theory, even if Company has been advised of the possibility of such losses or damages. This disclaimer of liability will not apply in respect of any claim which arises out of the gross negligence or the willful acts or omissions of the Company or persons for whom it is vicariously liable in law. Any content provided via the Solution is not and cannot replace professional advice.

5. **Title.** Title to the Solution and its documentation including code, specifications, notes, etc. will remain the personal property of Company and/or its licensors and title is and will remain vested in Company.

6. **Confidentiality.** Each party may have access to certain non-public and/or proprietary information of the other party, in any form or media, including (without limitation) confidential trade secrets and other information related to the products, software, technology, data, know-how, or business of the other party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the “Confidential Information”). Each party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other party’s Confidential Information from disclosure to a third party. Neither party shall use or disclose the Confidential Information of the other party except as expressly permitted under this Agreement or by applicable law. Each party may disclose Confidential Information to its affiliates’ directors, officers, employees, agents, legal or financial representatives who have a demonstrable need to know such Information, provided that they have been informed of and have agreed to be bound by similar nondisclosure obligations under this Agreement. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing party.

7. **Miscellaneous.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

This Agreement is not assignable, transferable or sub-licensable by Customer except with Company’s prior written consent and any such attempted assignment or transfer will be void. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

Neither party will be liable for failure of or delay in performing obligations set forth in this Agreement, and will not be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond its control.

Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

A breach by Customer of its promises or obligations hereunder may result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company will be entitled to seek injunctive relief and/or specific performance, and any other relief as may be proper.

Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of an authorized representative of the parties. Except as otherwise expressly provided herein, no amendment to this Agreement will be effective unless made in written form and signed by both parties.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws.

8. **Changes to Terms of Use.** The Company may, from time to time, change this Agreement. Such revisions shall be effective immediately; *provided, however*, for existing Customers, such revisions shall, unless otherwise stated, be effective 30 (Thirty) days after posting.

Last updated: June 2020

Cassiopeia's Communication Channel - Terms and Conditions

Cassiopeia Social Innovation Ltd., ("Cassiopeia", "Company", "we" or "us") welcomes you, your organization and its employees ("you" or "your") to our unique platform, developed by us, which enables members of organizations to anonymously consult with a person designated by any such organization to handle complaints of noninclusive behavior within the organization (the "Platform"). You may only use the Platform in accordance with the terms and conditions hereunder. YOU HEREBY REPRESENT THAT YOU HAVE THE FULL POWER AND AUTHORITY TO BIND YOUR ORGANIZATION WITH RESPECT TO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, ANY ACT OR OMISSION PERFORMED BY YOU IN CONNECTION WITH THE PLATFORM SHALL OBLIGATE YOUR ORGANIZATION.

By entering, connecting to, accessing or using the Platform, you acknowledge that you have read and understood the following terms of use (the "Agreement") and you agree to be bound by it and to comply with all applicable laws and regulations regarding your use of the Platform, and you acknowledge that this Agreement constitutes a binding and enforceable legal contract between us and you.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACTIVATE THE PLATFORM.

1. SCOPE OF USE

1.1. Limited License. Subject to the terms and conditions of this Agreement, we hereby grant to you, a limited, nonexclusive, non-transferable, non-assignable (by operation of law or otherwise), revocable, royalty-free right and license, without the right of sublicense, solely for the use of the Platform in the manner and for the purpose of consulting with a person designated by your organization to handle complaints of noninclusive behavior within the organization (the "License").

1.2. Access to the Platform. We shall activate an account for you for the access and use of the Platform., through which any of your employees or other staff members (the "Users") shall be directed to the Platform.

1.3. Obligations, Representations and Warranties. You hereby represent and warrant that you have and will retain all rights, permissions and licenses necessary to enter and perform your obligations hereunder. You will use the Platform, during the term of this Agreement, in a careful and proper manner in accordance with the Platform documentation (including, but not limited to, this Agreement and our privacy policy), and in compliance with all laws, ordinances or regulations relating to the use of the Platform, including but not limited to, applicable restrictions concerning the protection of privacy and any intellectual property rights. We shall retain right to modify and/or update the Platform from time to time, at our professional discretion. You will take any action reasonably requested by us to maintain or improve the use or functionality of the Platform. You will obtain all permits and/or consents required by law, if any, for your use of the Platform.

1.4. Intellectual Property

The Platform, our proprietary assets and any and all intellectual property rights pertaining thereto, including, but not limited to, inventions, patents and patent applications, trademarks, trade names, service marks, copyrightable materials and trade secrets, whether or not registered or capable of being registered (collectively, “Intellectual Property”), are owned by and/or licensed to us and are protected by applicable copyright and other intellectual property laws and international conventions and treaties. All rights not expressly granted to you hereunder are reserved by us and our licensors.

1.5. License Restrictions. You will not: (i) alter, modify, debug, reverse engineer, or decrypt the software underlying the Platform or any part thereof, nor attempt to do any of the foregoing; (ii) create derivative works or make copies of such software, the Platform interface or documentation; (iii) remove any of our proprietary marks appearing in the Platform or documentation] without our written consent obtained prior thereto; or (iv) disclose the results of any benchmarking of the Platform or use such results for its own competing development activities. You may not assign, rent, transfer, or sell any of your rights under this License or this Agreement without the prior written consent of us.

1.6. Use of Your Name. We may use your name in our promotional material such as press releases, advertising, mailings or any promotional activity, provided, however, we obtain your approval to such marketing material prior to publication.

1.7. Users Consent. Any User's access and use of the Platform shall be contingent upon such User granting his/her consent to the terms of our notice to end users, attached hereto as Exhibit A (the "Notice"). For the avoidance of doubt, any User who shall not approve the terms of the Notice upon accessing the Platform, shall not be able to use the Platform and we shall not have any responsibility and/or liability in that respect. You may not alter the terms of the Notice or agree to any conflicting, different or additional terms from those set forth in the Notice without our prior written consent. In the event that your agreement with the Users shall include provisions which contradict the provisions under this Agreement or the Notice, you shall indemnify us for any and all costs and damages arising to us from any such contradiction.

1.8. We may collect, store use and publish statistical, anonymous, analytical, non-personal, encrypted data derived from the use of the Platform (the "Metadata"), all subject to applicable law. We shall not collect and store other information or data resulting from your and/or Users' use of the Platform other than the Metadata, without your or your User's prior explicit consent.

2. TERM & TERMINATION

This Agreement shall remain in effect until terminated as set forth herein. Your failure to comply with any of the terms and conditions herein shall terminate your license and this Agreement. In addition, you may terminate this agreement at any time by stopping your use of our Platform and this will be your sole remedy in such circumstances. In such circumstance and upon termination of this Agreement in the event of your failure to comply herewith: (i) the license and all other rights granted to you hereunder will automatically terminate; (ii) you must immediately cease all use of the Platform; and (iii) the provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive.

3. LIMITED WARRANTIES

You acknowledge and understand that the Platform and its ancillary documentation are provided "AS IS." WE MAKE NO WARRANTY TO YOU OR ANY OTHER THIRD PARTY OF ANY KIND WITH RESPECT TO THE PLATFORM OR SUCH DOCUMENTATION AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR, OR REPRESENTATIVE IS AUTHORIZED TO MAKE ANY WARRANTIES ON BEHALF OF US OR TO ASSUME FOR US ANY OTHER LIABILITY. YOU ARE AWARE THAT THE USE OF THE PLATFORM AND ITS UNDERLYING SOFTWARE MAY CAUSE VARIOUS ERRORS AND MALFUNCTIONS IN ITS SYSTEMS. WE MAKE NO WARRANTY AND SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO YOU AND/OR USERS AND/OR ANY THIRD PARTY WITH REGARD TO THEIR MANNER OF USE OF THE PLATFORM AND/OR THE CONTENT OF INFORMATION TRANSFERRED VIA THE PLATFORM AND/OR THEIR EXPECTATIONS FROM THE USE OF THE PLATFORM AND THE ENFORCEMENT OR FULFILLMENT OF ANY APPLICABLE LAW BY THE USAGE OF THE PLATFORM. WE DO NOT MONITOR THE CONTENT OF THE TRANSFERRED INFORMATION AND SHALL HAVE NO LIABILITY IN REGARD TO IT.

4. LIMITATION OF LIABILITY

4.1. WE, OUR EMPLOYEES, AGENTS AND/OR AFFILIATES WILL NOT BE LIABLE FOR ANY INJURIES OR DAMAGES TO ANY PERSONS OR TANGIBLE OR INTANGIBLE PROPERTY RESULTING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS AGREEMENT. IN ADDITION, IN NO EVENT WE WILL BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF USE OR LOSS OF REVENUE OR PROFIT AND WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THIS DISCLAIMER OF LIABILITY WILL NOT APPLY IN RESPECT OF ANY CLAIM WHICH ARISES OUT OF THE GROSS NEGLIGENCE OR THE WILLFUL ACTS OR OMISSIONS OF US OR PERSONS FOR WHOM IT IS VICARIOUSLY LIABLE IN LAW. IT IS HEREBY CLARIFIED THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES TO ANY PERSON OR ENTITY CAUSED BY THE IMPROPER CONDUCT OF YOU, ANY OF YOUR REPRESENTATIVES, USERS, AND/OR ANY OTHER THIRD PARTY

IN THE FRAMEWORK OF THE USE OF THE PLATFORM, INCLUDING BUT NOT LIMITED TO ANY DAMAGES ARISING FROM MISLEADING OR NEGLIGENT CONSULTATION TO USERS AND/OR OFFENSIVE AND/OR DEFAMATORY INFORMATION DELIVERED VIA THE PLATFORM. YOU SHALL INDEMNIFY US FOR ANY COSTS INCURRED BY US AS A RESULT OF ANY CLAIM OR ACTION IN CONNECTION WITH THIS AGREEMENT WHICH ARE NOT THE RESULT OF THE GROSS NEGLIGENCE OR THE WILLFUL ACTS OR OMISSIONS OF US. WE HAVE DEVELOPED THE PLATFORM AS A TECHNOLOGICAL SOLUTION ONLY. THE COMPANY HAS NO KNOWLEDGE OR UNDERSTANDING OF LOCAL LAWS' RULES OR REGULATIONS IN GENERAL AND PARTICULARLY IN THE FIELDS OF SEXUAL HARRSTMENT. THE SERVICES PROVIDED THROUGH THIS PLATFORM DOES NOT NECESSARILY COMPLY WITH ANY APPLICABLE STATUTORY REQUIREMENTS OR REPLACE ANY OBLIGATIONS THEREIN. YOU REPRESENT AND WARRANT THAT YOU WILL PERFORM ALL NECESSARY ACTIONS TO FULFILL THE REQUIREMENTS OF SUCH APPLICABLE LAW OR REGULATIONS.

4.2. THIRD PARTIES ON WHICH OUR PLATFORM IS HOSTED (INCLUDING, BUT NOT LIMITED TO, HI BOB LIMITED, THEIR AGENTS AND/OR AFFILIATES WILL NOT BE LIABLE FOR THE SERVICES PROVIDED BY US.

5. INDEMNIFICATION

You agree to defend, indemnify and hold us and our representatives harmless from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) your use, misuse of, inability to use and/or activities in connection with the Platform; (ii) your violation of this Agreement; (iii) your violation of any third party rights, including without limitation any intellectual property rights or privacy right of such third party with respect to your use of the Platform; and (iv) any damage of any sort, whether direct, indirect, special or consequential, you may cause to any third party with relation to the Platform. It is hereby clarified that this defense and indemnification obligation will survive the Agreement. Without derogating from the foregoing, we reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification by you, which will not excuse your indemnity obligations hereunder and in which event you will fully cooperate with us in asserting any available defense. You agree not to settle any matter subject to an indemnification by you without first obtaining our prior express written approval.

6. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by you except with our prior written consent and any such attempted assignment or transfer will be void. We may transfer and assign any of our rights and obligations under this Agreement without consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. A breach by you of your promises or obligations hereunder may result in irreparable and continuing damage to us for which there will be no adequate remedy at law, and we will be entitled to seek injunctive relief and/or specific performance, and any other relief as may be proper. We may, at our sole discretion, change this Agreement from time to time, including any other policies incorporated thereto. In case of any material change, we will make reasonable efforts to post a clear notice on the Platform. Such material changes will take effect seven (7) days after such notice was provided on our Platform. In the event that the Agreement should be amended to comply with any legal requirements, the amendments may take effect immediately, or as required by the law and without any prior notice. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind us in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. This Agreement will be governed by the laws of the State of Israel without regard to its conflict of laws. This Agreement is in the English language only, which language will be controlling in all respects, and all versions hereof in any other language will be for accommodation only and will not be binding upon the parties hereto

Exhibit A

Notice



This service provides a platform to anonymously report workplace noninclusive behavior (the "Platform"). The Platform is owned and operated by Cassiopeia Social Innovation Ltd. ("Cassiopeia" or "we"). By using the Platform you agree that you have read and understood the terms below.

The Platform allows you to report incidents that have occurred in your workplace, safely and discreetly, to the person in charge at your workplace and to communicate with such person without fear of exposing your identity and personal details, unless you choose to provide them (the "Services").

When you use the Platform, we may gather, collect and store non-identifiable information relating to such usage, including but not limited to, technical and behavioral information.

Under no circumstance will we collect or share with any third party any personal information relating to you, including any communications you may have with the person in charge at your workplace.

Cassiopeia is a Platform used to anonymously communicate messages between employees and the person in charge at such employees' workplace. Cassiopeia does not monitor and is not responsible for the content of the messages transmitted through the Platform and is not responsible for the handling of complaints, requests or messages transmitted via the Platform, and the handling thereof, if any. Cassiopeia will not be liable for any damages caused to you or any other person as a result of, or in connection with, your use of the Platform. Your use of the Platform is at your own risk.

To the maximum extent legally permissible, the Services, the Platform and the content therein are provided on an "As-Is" and "As Available" basis, without any warranties of any kind, express or implied, including but not limited to, warranties of title or non-infringement or implied warranties of use, merchantability or fitness for a particular purpose and warranties that the use of the Platform and/or Services will be uninterrupted or error-free. We make no representation regarding the accuracy, availability, completeness, legality, quality and/or suitability of the Platform and/or any of the information and/or Services provided via the Platform, and we are not and shall not be responsible

for any error, fault or mistake of any and all content therein. To the maximum extent legally permissible, in no event shall Cassiopeia, including Cassiopeia's representatives, be liable for any damages whatsoever to you or any third party, resulting from or arising out of your use of the Platform and/or Services.

All rights to the Platform, including any content related thereto such as materials, text, button icons, images, data compilations, other specialized content, designs, data, the "look and feel" of the Platform, interface, GUI, graphics and other features obtained from or through the Platform (and any intellectual property rights pertaining thereto, including marks and logos and all other proprietary identifiers used by Cassiopeia in connection with the Platform) are owned by and/or licensed to Cassiopeia and are protected by applicable copyright and other intellectual property laws and international conventions. All rights not expressly granted to you hereunder are reserved by the Company and its licensors and nothing in these terms constitutes a waiver of Cassiopeia's intellectual property under any law.

If you have any questions or comments concerning the Platform, you are welcome to send us an email to contact@cassiopeia.tech.

Last updated: June, 2020

DATA PROCESSING ADDENDUM

This Data Processing Agreement (“**DPA**”) forms part of the the Terms and Conditions (“**Agreement**”) entered by and between you, the Customer (as defined in the Agreement) (collectively, “you”, “Customer”), and Cassiopeia Social Innovation Ltd (“**Cassiopeia**”, “**us**”, “**we**”, “**our**”) to reflect the parties’ agreement with regard to the Processing of Personal Data by Cassiopeia solely on behalf of the Customer. Both parties shall be referred to as the “Parties” and each, a “Party”.

Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

1. DEFINITIONS

- a) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control”, for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b) “**Authorized Affiliate**” means any of Customer’s Affiliate(s) which is explicitly permitted to use the Services pursuant to the Agreement between Customer and Cassiopeia, but has not signed its own agreement with Cassiopeia and is not a “Customer” as defined under the Agreement.
- c) “**CCPA**” means the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. seq.
- d) The terms, “**Controller**”, “**Data Subject**”, “**Member State**”, “**Processor**”, “**Processing**” and “**Supervisory Authority**” shall have the same meaning as in the GDPR. The terms “**Business**”, “**Business Purpose**”, “**Consumer**” and “**Service Provider**” shall have the same meaning as in the CCPA. For the purpose of clarity, within this DPA “Controller” shall also mean “Business”, and “Processor” shall also mean “Service Provider”. In the same manner, Processor’s Sub Processor shall also refer to the concept of Service Provider.
- e) “**Data Protection Laws**” means all privacy and data protection laws and regulations, including such laws and regulations of the European Union, the European Economic Area and their Member States, Switzerland, the United Kingdom, the United States of America and any other law applicable to the Processing of Personal Data under the Agreement.
- f) “**Data Subject**” means the identified or identifiable person to whom the Personal Data relates.
- g) “**GDPR**” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- h) “**Personal Data**” or “**Personal Information**” means any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, to or with an identified or identifiable natural person or Consumer (as defined in the CCPA), which is processed by Cassiopeia solely on behalf of Customer,

in the course of performing its obligations under the the Agreement between Customer and Processor.

- i) **“Sub Processor”** means any third party that Processes Personal Data under the instruction or supervision of Cassiopeia.
- j) **“Standard Contractual Clauses”** means the standard contractual clauses and related annexes and appendices which are hereby incorporated into and form part of this DPA in the form available as Schedule 2 of this DPA (**“SCC”**), or with respect to onward transfers by Processor to a Sub-processor pursuant to Section C of Annex A of the SCC, also the standard contractual clauses for the transfer of personal data to processors or sub-processors established in third countries, as adopted by the European Commission from time to time under Directive 95/46/EC or the GDPR, as applicable.

2. PROCESSING OF PERSONAL DATA

- 2.1 **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data performed solely on behalf of Customer, (i) Customer is the Controller of Customer Data (as defined in the Agreement), (ii) Cassiopeia is the Processor of Customer Data; (iii) for the purposes of the CCPA (and to the extent applicable), Customer is the “Business” and Cassiopeia is the “Service Provider” (as such terms are defined in the CCPA), with respect to Processing of Personal Data described in this Section 2.1. The terms “Controller” and “Processor” below hereby signify Customer and Cassiopeia, respectively.
- 2.2 **Customer’s Processing of Personal Data.** Customer, in its use of the Services, and Customer’s instructions to the Processor, shall comply with Data Protection Laws. Customer shall establish and have any and all required legal bases in order to collect, Process and transfer to Processor the Personal Data, and to authorize the Processing by Processor, and for Processor’s Processing activities on Customer’s behalf, including the pursuit of ‘business purposes’ as under the CCPA.
- 2.3 **Processor’s Processing of Personal Data.** When Processing solely on Customer’s behalf under the Agreement, Processor shall Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and this DPA; (ii) Processing for Customer to be able to use the Services; (iii) Processing to comply with Customer’s reasonable and documented instructions, where such requests are consistent with the terms of the Agreement, regarding the manner in which the Processing shall be performed; (iv) rendering Personal Data fully anonymous, non-identifiable and non-personal; (v) Processing as required under any applicable laws to which Processor is subject; in such a case, Processor shall inform Customer of the legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

To the extent that Processor cannot comply with an instruction from Customer, Processor (i) shall inform Customer, providing relevant details of the problem, (ii) Processor may, without any kind of liability to Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data), (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, Customer may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and (iv) Customer shall pay to Processor all the amounts owed to Processor or due before the date of termination. Customer will have no further claims against Processor (including, without limitation,

requesting refunds for Services) pursuant to the termination of the Agreement and the DPA as described in this paragraph.

- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 (Details of the Processing) to this DPA.
- 2.5 **CCPA Standard of Care; No Sale of Personal Information.** Cassiopeia acknowledges and confirms that it does not receive or process any Personal Information as consideration for any services or other items that Cassiopeia provides to Customer under the Agreement. Cassiopeia shall not have, derive, or exercise any rights or benefits regarding Personal Information Processed on Customer's behalf, and may use and disclose Personal Information solely for the purposes for which such Personal Information was provided to it, as stipulated in the Agreement and this DPA. Cassiopeia represents and warrants that it understands the rules, requirements and definitions of the CCPA and agrees to refrain from selling (as such term is defined in the CCPA) any Personal Information Processed hereunder, without Customer's prior written consent, nor taking any action that would cause any transfer of Personal Information to or from Cassiopeia under the Agreement or this DPA to qualify as "selling" such Personal Information under the CCPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Requests. Processor shall, to the extent legally permitted, promptly notify Customer if Processor receives a request from a Data Subject or Consumer to exercise their rights (to the extent available to them under applicable law) of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, its right not to be subject to an automated individual decision making, to opt-out of the sale of Personal Information, or the right not to be discriminated against for exercising any CCPA Consumer rights ("**Data Subject Request**"). Taking into account the nature of the Processing, Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible and reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. Processor may refer Data Subject Requests received, and the Data Subjects making them, directly to the Customer for its treatment of such requests.

4. CASSIOPEIA PERSONNEL

- 4.1 **Confidentiality.** Processor shall ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality.
- 4.2 **Permitted Disclosures.** Without derogating from Section 2.3 above and Section 5 below, Processor may disclose and Process the Personal Data (a) to the extent required by a court of competent jurisdiction or other competent governmental or semi-governmental authority, or (b) otherwise as required by applicable Data Protection Laws (in such a case, Processor shall inform the Customer of the legal requirement before the disclosure, unless legally prohibited from doing so), or (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. AUTHORIZATION REGARDING SUB PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Processor's Affiliates may be retained as Sub-processors; and (b) Processor and Processor's Affiliates may each engage third-party Sub-processors in connection with the provision of the Services.
- 5.2 **List of Current Sub-processors and Notification of New Sub-processors.**
- 5.2.1 Processor makes available to Customer the current list of Sub-processors used by Processor to process Personal Data via <https://docs.cassiopeia.tech/Privacy%20Policy.pdf>. Such Sub-processor list includes the identities of those Sub-processors and the entity's country ("**Sub-Processor List**"). The Sub-Processor List as of the date of first use of the Services by Customer is hereby authorized, and in any event shall be deemed authorized by Customer, unless Customer wish to object to Sub-Processor in accordance with Section 5.3 below.
- 5.2.2 Processor will notify Customer if it intends to add or replace Sub-processors from the Sub-Processor List at least 10 days prior to any such changes and the Customer will have the right to object to any such appointment in accordance with the said Section 5.3.
- 5.3 **Objection Right for Proposed Sub-processors.** Customer may reasonably object to Processor's use of existing and/or new Sub-processor ("**Proposed Sub-processor**"), for reasons relating to the protection of Personal Data, by notifying Processor promptly in writing within three (3) business days of first use of the Services and/or receipt of Processor's notice as set out in Section 5.2.2 (as applicable). Such written objection shall include those reasons for objecting to Processor's use of the Proposed Sub-processor. Failure to object in writing within three (3) business days shall be deemed as acceptance of the Proposed Sub-Processor. In the event Customer reasonably objects to a Proposed Sub-processor, as permitted in the preceding sentences, Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to Proposed Sub-processor without unreasonably burdening the Customer. If Processor is unable to make available such change within thirty (30) days, Customer may, as a sole remedy, terminate the Agreement and this DPA with respect only to those Services which cannot be provided by Processor without the use of the objected-to Proposed Sub-processor, by providing written notice to Processor. All amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Processor. Until a decision is made regarding the Proposed Sub-processor, Processor may temporarily suspend the Processing of the affected Personal Data and/or suspend access to the Services. Customer will have no further claims against Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.
- 5.4 **Agreements with Sub-processors.** Processor or a Processor's Affiliate has entered into a written agreement with each Sub-processor containing appropriate safeguards to the protection of Personal Data. Where Processor engages a new Sub-processor for carrying out specific Processing activities on behalf of the Customer, the same or materially similar data protection obligations as set out in this DPA shall be imposed on such new Sub-processor by way of a contract, in particular providing sufficient guarantees to

implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where the new Sub-processor fails to fulfil its data protection obligations, Processor shall remain fully liable to the Customer for the performance of the new Sub-processor's obligations.

6. SECURITY

- 6.1 **Controls for the Protection of Personal Data.** Processor shall maintain industry-standard technical and organizational measures for protection of Personal Data Processed hereunder (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data. Upon the Customer's reasonable request, Processor will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to Data Processor.
- 6.2 **Third-Party Certifications and Audits.** Upon Customer's 14 days prior written request at reasonable intervals (no more than once every 12 months), and subject to strict confidentiality undertakings by Customer, Processor shall make available to Customer that is not a competitor of Processor (or Customer's independent, reputable, third-party auditor that is not a competitor of Processor and not in conflict with Processor, subject to their confidentiality and non-compete undertakings) all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by them (provided, however, that such information, audits, inspections and the results therefrom, including the documents reflecting the outcome of the audit and/or the inspections, shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Processor's prior written approval. Upon Processor's first request, Customer shall return all records or documentation in Customer's possession or control provided by Processor in the context of the audit and/or the inspection). Customer shall be fully responsible for bearing all the costs and expenses arising from or related to this Section. If and to the extent that the Standard Contractual Clauses apply, nothing in this Section 6.2 varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Processor maintains security incident management policies and procedures and, to the extent required under applicable Data Protection Laws, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed on behalf of the Customer, including Personal Data transmitted, stored or otherwise Processed by Processor or its Sub Processors of which Processor becomes aware (a "**Personal Data Incident**"). Processor shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Processor deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's personnel.

8. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Agreement and subject thereto, Processor shall, at the choice of Customer (indicated through the Service or in written notification to Processor), delete or return to Customer all the Personal Data it Processes solely on behalf of the Customer in the manner described in the Agreement, and Processor shall delete existing copies of such Personal Data unless Data Protection Laws require or authorize the storage of the Personal Data. To the extent authorized or required by applicable law, Processor may also retain one copy of the Personal Data solely for evidence purposes and/or for the establishment, exercise or defence of legal claims and/or for compliance with legal obligations.

9. CROSS-BORDER DATA TRANSFERS

- 9.1 **Transfers from the EEA, Switzerland and the United Kingdom to countries that offer adequate level or data protection.** Personal Data may be transferred from EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) (collectively, “**EEA**”) Switzerland and the United Kingdom (“**UK**”) to countries that offer an adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the European Union, the Member States or the European Commission (“**Adequacy Decisions**”), without any further safeguard being necessary.
- 9.2 **Transfers to other countries or entities.** If the Processing of Personal Data by Processor includes transfers (either directly or via onward transfer) from the EEA, Switzerland and/or the UK to countries which have not been subject to an Adequacy Decision, and such transfers are not performed through an alternative recognized compliance mechanism as may be adopted by Processor for the lawful transfer of personal data (as defined in the GDPR) outside the EEA, Switzerland or the UK, as applicable, then the Standard Contractual Clauses shall apply.
- 9.3 Where the transfer of Personal Data is made subject to the Standard Contractual Clauses, the “**data importer**” thereunder shall be either the Processor or its Sub-processor, as the case may be and as determined by Processor, and the “**data exporter**” shall be the Controller of such Personal Data. The Processor shall, and shall ensure that the relevant Sub-processor shall (where applicable) comply with the data importer’s obligations, and the Controller shall comply with the data exporter obligations, in each case under the applicable Standard Contractual Clauses. If necessary, Processor will ensure that its Sub-processor enters into Standard Contractual Clauses with Customer directly, and in such case Customer hereby gives Processor an instruction and mandate to sign the Standard Contractual Clauses with any such Sub-processor in Customer’s name and on behalf of Customer. The Standard Contractual Clauses will not apply to Personal Data that relates to individuals located outside of the EEA, or that is not transferred, either directly or via onward transfer, outside the EEA

10. AUTHORIZED AFFILIATES

- 10.1 **Contractual Relationship.** The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, in which case each Authorized Affiliate agrees to be bound by the Customer’s obligations under this DPA, if and to the extent that Customer Processes Personal Data on the behalf of such Authorized Affiliates, thus qualifying them as the “Controller”. All access to and use of the Services by Authorized

Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

- 10.2 **Communication.** The Customer shall remain responsible for coordinating all communication with Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

11. OTHER PROVISIONS

- 11.1 **Data Protection Impact Assessment.** Upon Customer's reasonable request, Processor shall provide Customer, at Customer's cost, with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Processor. Processor shall provide, at Customer's cost, reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section 11.1, to the extent required under the GDPR.
- 11.2 **Assistance.** Processor may assist Customer, at Customer's request and cost, in ensuring compliance with Customer's obligations pursuant to the GDPR, CCPA and other applicable Data Protection Laws.
- 11.3 **Modifications by Customer.** Customer may by at least forty-five (45) calendar days' prior written notice to Processor, request in writing any variations to this DPA if they are required as a result of any change in, or decision of a competent authority under, any Data Protection Laws, to allow Processing of Personal Data to be made (or continue to be made) without breach of that Data Protection Law. Pursuant to such notice: (a) Processor shall make commercially reasonable efforts to accommodate such modification requested by Customer or that Processor believes is necessary; and (b) Customer shall not unreasonably withhold or delay agreement to any consequential variations to this DPA proposed by Processor to protect the Processor against additional risks, or to indemnify and compensate Processor for any further steps and costs associated with the variations made herein at Customer's request. The Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Customer's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of such notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Service which is affected by the proposed variations (or lack thereof). Customer will have no further claims against Processor (including, without limitation, requesting refunds for the Service) pursuant to the termination of the Agreement and the DPA as described in this Section.
- 11.4 **Modifications by Processor.** Processor may by at least thirty (30) calendar days' prior written notice to Customer, vary the terms of this DPA and/or any Standard Contractual Clauses applicable pursuant to Section 9 of this DPA, as necessary to allow the Processing of Personal Data to be made (or continue to be made) without breach of applicable Data Protection Laws, or to otherwise protect the interests of Processor and/or Customer, in each case as reasonably determined by Processor at its discretion.

Customer's continued use of the Service on expiry of the notice period shall signify acceptance of such revised terms. If Customer objects to said variations within the notice period, the Parties shall promptly discuss the proposed variations and negotiate in good faith with a view to agreeing and implementing those or alternative variations designed to address the requirements identified in Processor's notice as soon as is reasonably practicable. In the event that the Parties are unable to reach such an agreement within 30 days of such notice, then Customer or Processor may, by written notice to the other Party, with immediate effect, terminate the Agreement to the extent that it relates to the Service which is affected by the proposed variations (or lack thereof). Customer will have no further claims against Processor (including, without limitation, requesting refunds for the Service) pursuant to the termination of the Agreement and the DPA as described in this Section.

ANNEX 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

1. Providing the Services to Customer;
2. Performing the Agreement, this DPA and/or other contracts executed by the Parties;
3. Acting upon Customer's reasonable instructions, where such instructions are consistent with the terms of the Agreement;
4. Providing support and technical maintenance, if agreed in the Agreement;
5. Preventing, mitigating and investigating the risks of data security incidents, fraud, error or any illegal or prohibited activity;
6. Resolving disputes;
7. Enforcing the Agreement, this DPA and/or defending Processor's rights;
8. Complying with applicable laws and regulations;
9. All tasks related with any of the above.

Duration of Processing

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Processor will Process Personal Data pursuant to the DPA and Agreement for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data

Email, First Name, Last Name, Employee Unique ID, Ethnicity Group, Age Group, Employment Status, Marital Status, Gender, Address and any other data which Customer will submit to the Services and which may be linked to individuals.

Categories of Data Subjects

- Employees, agents, advisors, freelancers of Customer (who are natural persons).
- Applicants, prospects, customers, business partners and vendors of Customer (who are natural persons).
- Employees or contact persons of Customer's business partners and vendors.
- Any other third party individual with whom Customer decides to communicate through the Services.