

1. CONFIDENTIALITY

Each party will treat as confidential all information obtained from the other party under or in connection with any contract which is designated as confidential or which is by its nature clearly confidential. The recipient party will not disclose such confidential information to any person (except only to those employees, agents, sub-contractors, suppliers and other representatives who need to know it) or use such confidential information for purposes other than under or in connection with such contract without the other party's prior written consent. This Clause will not extend to information which:

- a. was in possession of the recipient party (with full right to disclose) before receiving it under or in connection with such contract; or
- b. is lawfully received from a third party (with full right to disclose); or
- c. is already or becomes public knowledge (otherwise than as a result of a breach of this Clause); or
- d. is independently developed by the recipient party without access to or use of such information.

Each party will ensure that all persons to whom it discloses any confidential information of the other party are aware prior to disclosure of the confidential nature of the information and that they owe a duty of confidence to the other party. Each party will establish and maintain adequate security measures to safeguard information and data of the other party in its possession from unauthorized access, use or copying.

Nothing in this Clause shall prohibit a party disclosing confidential information of the other party that may be required by court order or by any governmental or regulatory authority, provided that, if legally permitted, the receiving party shall provide the disclosing party with written notice thereof so that so that the disclosing party may seek an appropriate protective order or other remedy protecting the confidential information from disclosure. In the absence of such protective order or remedy, the receiving party shall be permitted to disclose confidential information that is required or compelled to be disclosed, provided that the disclosing party provides true copies of all confidential information to be disclosed in advance of such disclosure. These obligations of confidentiality will survive any termination of such contract.

The Service Provider shall not identify the Client as a customer of the Service Provider without Client's prior written authorization.

2. LIMITATION OF LIABILITY

- a. Subject to Clause 2c., and save as otherwise prohibited by law or set out in this Agreement, the liability of the Service Provider in connection with or arising out of this Agreement, or in respect of the performance or non-performance of the Services, howsoever caused or arising, shall be limited to an aggregate limit of liability under this Agreement of the lower of C\$50,000 or the aggregate of charges paid by the Client under this Agreement to the Service Provider in the preceding twelve months.
- b. The term "howsoever caused or arising" when used in this Clause 2a. shall be construed widely to cover all causes and actions giving rise to liability, including but not limited to those arising: (i) by reason of negligence, breach of statutory duty, other tort, breach of contract, indemnity or (ii) as a result of any total or partial failure or delay in the supply of the Services.
- c. The Service Provider shall not be liable in respect of any claim howsoever caused or arising, for any: (i) defect in any maintenance release or other deliverables which are solely the responsibility of a supplier, manufacturer or originator other than the Service Provider; (ii) indirect, special or consequential losses or damage; or (iii) loss of or damage to profit, data, opportunity, savings, revenue, use, contract, goodwill or business, injury to reputation, punitive damages or losses suffered by third parties regardless of the form of action, whether in contract, strict liability or tort (including negligence) and regardless of whether the party knew or had reason to know of the possibility of the loss, injury or damage in question.
- d. Each party undertakes to notify the other as soon as reasonably practicable upon discovering or suspecting the occurrence of any breach to which this clause applies and the innocent party shall afford the other a reasonable period of time in which to remedy any matter for which a claim may be made under these provisions and where such matter is remedied in that time, the other shall have no further liability howsoever caused or arising in respect thereof.
- e. Each party agrees to use all reasonable efforts to mitigate its exposure to damages or loss in the event of any claim.
- f. The Service Provider shall be under no liability to the Client whatsoever for any loss, damages, costs, expenses or other claims for compensation to the extent that such losses, damages, costs, expenses or other claims are due to (i) any negligence by the Client, its agents, employees, customers; (ii) any failure by the Client, its agents, employees or customers to meet any dependencies upon which the performance of the Services by the Client is premised; (iii) any failure by the Client to comply with its obligations under this Agreement or any relevant Schedule hereunder; or (iv) any systems failures associated with internal or external cyber security or data breaches (v) any misuse by the Client, its agents or employees of any software, documentation, maintenance releases or background materials provided as a result of the Services.

- g. The Service Provider shall not be liable to the Client for any loss arising out of any failure by the Client to keep full and up-to-date security copies of the computer programs and data it uses in accordance with best computing practice.
- h. Save as may otherwise be prohibited by law, all conditions or warranties, not set out herein, whether written or oral, express or implied, by statute, at common law or otherwise, including any warranties or conditions of satisfactory quality or fitness for purpose are excluded to the fullest extent permitted by law.

3. CLIENT'S WARRANTY

The Client hereby warrants to the Service Provider that the Client has not been induced to enter into this Agreement by any prior representations or warranties, whether oral or in writing, except as specifically contained in this Agreement and the Client hereby irrevocably and unconditionally waives any right it may have to claim damages for any representation not contained in this Agreement or breach of any warranty not contained herein (unless such misrepresentation or warranty was made fraudulently) and/or to rescind this Agreement.

4. INDEMNITY

Service Provider agrees to indemnify, pay the defense costs of, and hold the Service Provider, its affiliates, and each of their officers and employees harmless from any and all actions, claims, liabilities and damages arising out of, or in connection with any claim that the Services delivered to the Client infringe any legal right of any third party.

Neither party shall be liable for their respective obligations under this Agreement and any Schedule due to a Force Majeure, as defined below:

“Force Majeure” refers to notwithstanding anything to the contrary contained in this Agreement, if either party hereto is bona fide delayed or hindered in, or prevented from, performing any term or covenant to act required hereunder by reason of strikes, labor troubles, inability to procure materials or services, power failures, restrictive governmental laws or regulations, riots, insurrection, sabotage, acts or terrorism, rebellion, war, hurricane, floods, tornadoes, acts of God or other reason of a like nature which is beyond the control of the delayed party, and such party has made its best efforts to cure such delay, and such delay is not due to the negligence of such party, then performance of such term, covenant or act is excused for the period of the delay, and the party so delayed shall be entitled to perform such term, covenant or act within a reasonable time period after the expiration of the period of such delay.

For the avoidance of doubt, the Client agrees that the Service Provider shall not be liable to Client in respect of, and Client shall not pursue, any claim for damages to the extent such claim arises out of a delay cause by an event of Force Majeure.

5. OBLIGATIONS

The Client undertakes:

- a. To provide the Service Provider and the Service Provider's employees, agents and sub-contractors duly authorized by the Service Provider with all necessary information, data, documents, facilities, support, services and co-operation reasonably required by the Service Provider for the proper performance of the Services and within sufficient time to enable the Service Provider to perform the Services in accordance with the Schedules, including without limitation, at no charge to the Service Provider, access to applicable software, hardware, infrastructure, equipment, systems, websites and the Client's premises;
- b. To be responsible for ensuring the accuracy and completeness of all information, data and materials provided to the Service Provider and the Service Provider shall be entitled to rely upon such as being accurate and complete without seeking to verify or check it. The Client shall ensure that it retains duplicate copies of all information, data and materials it provides to the Service Provider and shall insure against any accidental damage or loss;
- c. To ensure that all software and documentation being used by the Client is appropriately licensed and is operated in a proper manner by the Client and the Client's end users; or
- d. At the Client's discretion either provide the Service Provider with an escort on Client site when Services are being performed or indemnify the Service Provider, and its officers, agents, employees and representatives for any and all claims for losses or damages for whatever reason if the Client failed to do so.

6. SERVICES

The Services performed by the Service Provider (the “Services”) shall conform to and be delivered to the Client in accordance with the description and specifications set forth in Schedule B to this Agreement. The Client may request changes that affect the scope, timing or duration of the Services although neither party shall be bound by any change request until such change has been accepted in writing by both parties. If the Client requests any such change, the Service Provider shall notify the Client of any proposed adjustment to the fee(s) set forth in the Agreement attached hereto and other terms of the applicable Schedule(s) and the parties shall then negotiate in good faith.

7. PAYMENT & PRICING

As complete and final payment for the Services, the Client shall pay to the Service Provider the fee(s) set forth in the Agreement attached hereto. The fees do not include expenses such as, but not limited to, equipment and software purchases, printing, copying, courier services, fax services, long distance telecommunications services and travel outside the Cayman Islands. (see additional items in: 15. EXCLUDED SERVICES AND COSTS)

It is understood and agreed that all Services requested by the Client that are not expressly included within the terms of this Agreement will be considered Additional Projects, and will be billed as separate, individual Services from those contemplated herein.

Save as otherwise provided in any Products and Services Contract, all fees, charges, costs, expenses or other amounts payable by the Client to the Service Provider under any contract shall be due upon receipt of the invoice. Payment within these terms shall be a condition precedent to the continued performance by Service Provider of its obligations under any such contract.

8. RECRUITMENT OF SERVICE PROVIDER STAFF

During the term of this Agreement and for a period of twelve (12) months thereafter, the Client shall not, either on its own account or for any other person, directly or indirectly, solicit for hire or entice away any person who is then or was during the term of this Agreement, an employee of the Service Provider, except with the Service Provider's prior written consent and the payment by the Client to the Service Provider of the fixed amount of Cl\$40,000 as proper compensation for the said breach of agreement.

9. INTERACTION WITH STAFF, MANAGEMENT AND BRAND

The Client will be held accountable for their conduct towards the Service Providers staff with regard to allegations or malicious conduct directed towards the Service Provider or its staff. Abusive behavior, including (but not limited to) aggression, offensive language or conduct, including threats or any type of intimidation either verbally, written or on a forum or directed at the Service Provider or its staff, management or brand will be deemed abusive. Clients deemed abusive or using any public or social media platforms to spread libel, false allegations, or to unreasonably or maliciously diminish the reputation or public perception of the Service Providers brand, may have their Services suspended or terminated depending on the severity and circumstances of the incident(s). Further and to the maximum extent permitted by applicable law, the Service Provider reserves the right to seek restitution under these circumstances.

10. MODIFICATION, SUSPENSION OR TERMINATION OF AGREEMENT

The Service Provider reserves the right to renegotiate rates based on additions of locations, hardware, software, support requirements, service adjustments, service enhancements, as well as modify this Agreement (or any portion thereof) with a thirty (30) day notice. The Service Provider reserves the right to refuse or suspend service under this Agreement in the event the Client has failed to pay any invoice within fifteen (15) days of said invoice date, whether it be an invoice for services provided under this Agreement or any other sales or service arrangement between the parties.

- a. The Client may terminate this Agreement at any time with ninety (90) days' notice and without further obligation to the Service Provider except for payment due for Services performed by the Service Provider up to the end of the ninety (90) day notice period following receipt of the written notice.
- b. The Service Provider may terminate this Agreement forthwith on giving notice in writing to the Client if the Client shall fail to pay any sum due under the terms of any contract and such sum remains unpaid thirty (30) days after the due date.
- c. By either party forthwith on giving notice in writing to the other if the other party shall have a trustee, liquidator or similar officer appointed over it or over any part of its undertaking or assets or an order is made or a resolution passed for the winding-up of the other party (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, merger or take-over) or becomes insolvent or fails to satisfy any judgment within one month (unless an appeal is lodged within that period) or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.
- d. Any termination of such contract (however occasioned) shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- e. If a Contract remains un-terminated and has had no billing or delivery activity on it for 2 years or more, the contract shall be deactivated and any credit balances on it shall be forfeited in favor of the Service Provider.

11. VARIATION OF CHARGES

The Service Provider shall be entitled to vary any fees, charges, costs, expenses or any other amounts payable under any

contract by revising its published scale of charges and giving not less than Thirty (30) days prior written notice of variation to the Client.

12. TITLE AND RISK

- a. The legal and beneficial ownership of any equipment, tangible goods or media supplied by the Service Provider to the Client (the “Equipment”) shall pass to the Client on payment in full and in cleared funds of all and any sums which may then be due therefore and the Service Provider shall be entitled to recover from the Client any part of the Equipment for which payment in full has not been received when due and to enter upon the premises of the Client at all reasonable times to recover such Equipment or part thereof.
- b. Risk in the Equipment shall pass to the Client on collection by the Client from the Service Provider or on delivery by the Service Provider to the Client and accordingly the Client shall be responsible for insuring the Equipment against all normal risks with effect from the time the risk passes to the Client. In the event that the Service Provider should agree to accept the return of any equipment risk shall pass in a like manner, but the Service Provider reserves the right to charge the Client for the costs associated with the return of such equipment and an administrative processing fee. In the event that the Service Provider should agree to repair Equipment which is owned by the Client, the legal, beneficial and risks of ownership of the Equipment shall remain with the Client and risk shall not pass to the Service Provider, even in the event that the Equipment is temporarily located at the Service Provider’s premises.
- c. In the event of any equipment being returned to, or taken back by, the Service Provider, it shall be the sole responsibility of the Client to ensure that all the Client’s data and programs have been removed therefrom or that appropriate copies taken before such return or removal and no failure by the Client so to do shall delay such removal or return.

13. LOSS AND DAMAGE IN TRANSIT

The Service Provider will refund the cost of, or at its discretion replace or repair free of charge, any of the goods lost or damaged in transit up to the moment of delivery, provided that within three (3) days after receipt of goods in the case of damage, or within ten (10) days of receipt of invoices in the case of loss, the Client notifies the Service Provider in writing of the occurrence of the damage or loss, and its nature and extent.

14. RETURNED GOODS AND CANCELLATION

The Client shall not return goods or cancel orders without the Service Provider’s previous written consent. Such consent will not normally be given where goods have been specifically purchased by the Service Provider to meet the Client’s requirements. If the Service Provider gives such consent, it reserves the right to make a cancellation charge.

15. EXCLUDED SERVICES AND COSTS

- a. The cost of any parts, equipment, or shipping charges of any kind.
- b. The cost of any software licensing, or software renewal or upgrade fees of any kind, except as otherwise set forth on a Schedule B.
- c. The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- d. The cost to bring the Client’s environment up to our minimum standards required for Services.
- e. Remediation services and costs associated with any form of cyber security or data breach.
- f. Service and repair made necessary by the alteration or modification of hardware, software and/or systems other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than Service Provider.
- g. Failure due to acts of God; acts or omissions of Client; water damage; fires; strikes; insurrections; riots; embargoes; delays in transportation; acts of terrorism; acts of nature and animals; inability to obtain supplies; or requirements or regulations of the Cayman Islands government or any other civil or military authority, infrastructure modifications, power failures, or other adverse environmental conditions.
- h. Services required while the Client’s Business Continuity Plan and/or related systems or processes are activated.
- i. Any services or products not explicitly mentioned in the Service Providers contract or agreement.

It is understood and agreed that all Services requested by the Client for services associated with the above items will be considered Additional Projects and will be billed by the Service Provider as separate, individual Services from those contemplated herein.

16. INTELLECTUAL PROPERTY RIGHTS

- a. Save as otherwise provided in any Products and Services Contract, with respect to the Service Provider, the copyright and all other intellectual property rights of whatever nature relating thereto shall remain in or be vested in the Service Provider as the case may be.
- b. Save as otherwise provided in any Products and Services contract, with respect to any third party software provider, licensor and/or supplier to the Service Provider (each a “Third Party” and together the “Third Parties”), the copyright and all other intellectual property rights of whatever nature relating to any software provided or licensed to the Service Provider or the Client shall remain in or be vested in the Third Party. This Agreement does not grant the Client any right in any trademarks, service marks or business names of any Third Parties.

- c. The Client agrees to indemnify and hold harmless the Service Provider for any liability the Service Provider may incur in connection with any infringement, breach or violation of any intellectual property rights by the Client, including but not limited to, any infringement, breach or violation of any intellectual property rights held by any Third Parties.
- d. Both the Service Provider and the Client agree that each Third Party is a third-party beneficiary to this Agreement with the right to rely on and enforce its terms to their fullest extent, notwithstanding that such Third Parties are not parties to this Agreement. Each of the Service Provider and the Client further agree not to take any actions that may prevent or otherwise impair any such Third Party's exercise of these rights. To the maximum extent permitted by applicable law the Service Provider's Third Parties disclaim any liability for any damages, whether direct, indirect or incidental or consequential, as a result of the use or installation of the Third Party's software or intellectual property.

17. ASSIGNMENT

Neither party shall assign or otherwise transfer any of its rights and obligations under this Agreement in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld.

18. NON-WAIVER

No waiver by any party on any breach or default of the covenants or conditions contained in any contract and to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or of any covenant or condition.

19. INDEPENDENT CONTRACTORS

Save as otherwise provided the relationship between the Service Provider and Client created by any contract shall be that of independent contractors, and nothing contained therein shall be construed as constituting a partnership, joint venture or agency between the Service Provider and the Client.

20. SEVERABILITY

In the event that any of these Terms and Conditions, conditions or provisions of any Products and Services Contract shall be determined invalid, unlawful or unenforceable to any extent, such term, condition or provision shall be severed from the remaining terms, conditions and provisions, which shall continue to remain valid to the fullest extent permitted by law.

21. ENTIRE AGREEMENT

Each Products and Services Contract supersedes all prior agreements, arrangements and undertakings between the parties relating to the subject matter thereof and constitutes the entire agreement between the parties relating thereto. Save as otherwise permitted by any Products and Services Contract, no addition to or modification of any provision shall be binding upon the parties unless made by a written instrument which is signed by a duly authorized representative of each of the parties.

22. INTERPRETATION

- a. The headings to the Clauses of these Terms and Conditions and of the Clauses of any Products and Services Contract are for ease of reference only and shall not affect the interpretation or construction therein.
- b. Words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) viceversa.

23. NOTICES

All notices, authorizations and requests in connection with this Agreement must be in writing and shall be deemed given: (i) on the day of transmittal if sent by facsimile or by other means of accepted electronic communication, provided that the sender has produced confirmation of error free and complete transmission of the communication to the intended recipient; (ii) on the day that the other party confirms receipt if sent by mail or courier; (or to such other address as the party to receive the notice or request so designates by written notice to the other).

24. LAW

Each contract between the Service Provider and the Client shall be governed and construed in accordance with the laws of the Cayman Islands and the parties hereby agree to submit to the non-exclusive jurisdiction of its courts.

DATA PROTECTION AGREEMENT (DPA)

09/2023

1. Definitions and Interpretation

- 1.1 Unless defined herein, capitalized terms used in this DPA shall have the meaning ascribed to them in the Services Agreement.

“CIDPL” means Cayman Islands Data Protection Law, 2017 which came into force 30th September 2019

"Data Controller" means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data

"Data Processor" means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Data Controller

“GDPR” means the General Data Protection Regulation (EU) 2016/679 which came into force 25th May 2018

"Personal Data" means any information relating to an identified or identifiable natural person.

“Services Agreement” means any signed contracts between MCS and the Customer including but not limited to a Managed Service Agreement (MSA), Schedule B Agreement for Project Services, Managed Software Agreement Contract (MSC)

In this DPA any reference to a "clause" or "annex" is, unless the context otherwise requires, a reference to a clause or annex of this DPA.

2. Effect on existing data protection provisions in the Services Agreement

- 2.1 It is acknowledged by both parties that the Services Agreement may contain provisions relating to each party's rights, duties, and obligations under applicable data protection law, including all associated defined terms (the “Existing Provisions”). It is further acknowledged by both parties that the DPA applies to Personal Data in scope of the CIDPL and the GDPR, and other personal data not in scope shall continue to be out of scope.
- 2.2 The Customer and MCS each agree that, as and from the date of this DPA, the rights, duties and obligations of each party under the applicable laws shall be as set forth in this DPA.

3. Data Protection

- 3.1 MCS represents and warrants to the Customer that in its capacity as a Data Processor it has the necessary expert knowledge, reliability, and resources to implement appropriate technical and organizational measures in such a manner that the processing of Personal Data it undertakes will meet the requirements of the CIDPL and the GDPR and ensure the protection of the rights of the data subjects.
- 3.2 MCS hereby undertakes to comply with all its obligations as a Data Processor under the CIDPL and the GDPR, including without limitation, the relevant obligations outlined expressly in this DPA.
- 3.3 MCS shall act as a Data Processor and shall only process Personal Data for the purposes of performing its services to the Customer as described in the Services Agreement and for the duration of the Services Agreement.
- 3.4 The type of Personal Data that can be accessed or processed by MCS shall include data such as name, residential address, email address, telephone number, place of birth, date of birth, passport number, social security number, tax ID number, bank account details, personal details required to perform its services to the Customer.
- 3.5 MCS will provide all reasonable assistance to the Customer in meeting any requests from data subjects regarding their rights under the CIDPL and the GDPR.

- 3.6 MCS shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in the CIDPL and the GDPR and contribute to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer.
- 3.7 MCS shall immediately inform the Customer if, in the opinion of MCS, an instruction to make available information pursuant to the CIDPL or the GDPR (or other applicable law) is received.
- 3.8 MCS shall promptly notify the Customer after becoming aware of a Personal Data breach and provide all reasonable assistance with breach investigation, mitigation, and remediation.
- 3.9 MCS will provide all reasonable assistance to the Customer with carrying out privacy and data protection impact assessments and related consultations of data protection authorities.
- 3.10 MCS shall maintain records of its processing activities under this DPA and shall cooperate with the Customer and the relevant data protection authorities and make those records available to the Customer, the relevant data protection authorities, and any other competent regulatory authorities on request.
- 3.11 All Personal Data held by MCS shall be deleted or returned to the Customer (in accordance with a written request from the Customer) upon the termination of the Services Agreement unless applicable law otherwise requires such Personal Data to be retained by MCS for a prescribed period.

4. Security measures for the processing of Personal Data

- 4.1 MCS shall take all measures required regarding the security of processing of Personal Data as outlined in CIDPL and the GDPR.
- 4.2 MCS shall ensure that any of its employees authorized to process the Personal Data have contractually committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 4.3 MCS shall implement appropriate technical and organizational measures (such as encryption of Personal Data) to ensure a level of security appropriate to the risk, considering the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. MCS shall regularly test and evaluate such measures.
- 4.4 Where the processing involves the transmission of Personal Data over a network, MCS shall take all appropriate security, technical security and organizational measures against the accidental loss or destruction of Personal Data and against all other unlawful forms of processing Personal Data.
- 4.5 MCS agrees to maintain an information security program reasonably designed to protect the Personal Data that is in the possession of MCS.
- 4.6 MCS will provide all reasonable assistance to the Customer to ensure compliance with the obligations pursuant to the CIDPL and the GDPR.

5. Transmission of Personal Data by MCS

- 5.1 It may be necessary for MCS to transfer Personal Data for processing to certain third parties whose involvement is necessary to carry out all or part of MCS duties and obligations contemplated under the Services Agreement and in accordance with MCS internal written procedures and as outlined in the Disclosed Transmission Arrangements.
- 5.2 MCS shall remain liable for the acts or omissions of MCS, in the processing of Personal Data received from the Customer and any third-party in the processing of Personal Data received from the Counterparty, which result in a breach of the CIDPL or the GDPR.

6. Amendment

No amendment or variation of this DPA shall be valid unless it is in writing and signed by or on behalf of the Customer and MCS. Notwithstanding the foregoing, this DPA may be amended unilaterally by MCS

providing written notice to the Customer to the extent that an amendment is required to ensure the Counterparty's ongoing compliance with the CIDPL or the GDPR or any applicable laws and regulations relevant to data protection. The Customer's continuing acceptance of the data processing services after notice of any such amendment by MCS shall be regarded as acceptance of any such amendment to this DPA.

7. Continuity

The provisions of the Services Agreement shall, save as amended in this DPA, continue in full force and effect, and shall be read and construed as one document with this DPA. In the event of any inconsistency between this DPA and the Services Agreement, this DPA shall prevail.

8. Severance

If any provision of this DPA shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this DPA which shall remain in full force and effect.

9. Law and Jurisdiction

This DPA will be governed by and construed in accordance with the laws of the Cayman Islands which govern the Services Agreement ("Governing Jurisdiction") and the courts of the Governing Jurisdiction will have exclusive jurisdiction to resolve any disputes relating to the terms of this DPA.

DISCLOSED TRANSMISSION ARRANGEMENTS

Personal Data is transmitted by MCS to the following Permitted Processor(s) in the normal course of business:

Name(s) and Location(s):

Microsoft Azure Cloud – North Europe [for various customer subscribed Microsoft services]
Microsoft Azure Cloud – North America [for various customer subscribed Microsoft services]
Microsoft 365 – North Europe [for various customer subscribed Microsoft services]
Microsoft 365 – North America [for various customer subscribed Microsoft services]
AFI.AI – North Europe [for Off-Site backup of Microsoft 365 data]
AFI.AI – North America [for Off-Site backup of Microsoft 365 data]