

All sales of rights to access G4S Technology Limited ('G4S') Web Sites and related Software and Services by a G4S authorized reseller must be on terms which are consistent with the terms of this Agreement.

TERMS OF USE AGREEMENT – HOSTED SOLUTIONS

G4S Technology Ltd. ("G4S"), located at Challenge House, International Drive, Tewkesbury, Gloucestershire, GL20 8UQ, UK provides certain Web Sites and related Web Site services (collectively, the "Web Sites") content made available through the Web Sites ("the Site Content") and software services made available via the Web Sites ("the Software"). Collectively the Web Sites, the Site Content and the Software are referred to as "the Service".

IMPORTANT -- READ CAREFULLY. THIS TERMS OF USE AGREEMENT ("AGREEMENT") IS A LEGALLY BINDING AGREEMENT. USE OF THE SERVICE IS CONDITIONED UPON COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS.

References in this Terms of Use to 'you' are a reference to customers of authorized G4S resellers who have contracted to subscribe to the Service.

This Terms of Use Agreement is incorporated in and forms part of your contract with the G4S authorized reseller from whom you have contracted to subscribe to the Service. When used as part of that contract, references to G4S shall be interpreted as a reference to the duly authorized reseller from whom you have contracted to subscribe to the Service except that in clause 2 references to G4S are to G4S Technology Ltd. who is the owner of all intellectual property rights in relation to the Service. G4S Technology is also an express beneficiary of the terms of this Agreement and can enforce the terms for its own benefit as it considers necessary.

G4S RESERVES THE RIGHT TO CHANGE, SUPPLEMENT OR MODIFY THE TERMS UNDER WHICH THE SERVICE IS OFFERED. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THESE TERMS AND CONDITIONS, CONTINUED USE OF THE SERVICE FOLLOWING THE POSTING OF ANY UPDATED TERMS OR CONDITIONS CONSTITUTES AGREEMENT TO SUCH REVISED TERMS.

1.0 Member Account, Password and Security

If any Service requires users to open an account, they must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. They will then choose a password and a user name. You agree to notify G4S immediately of any unauthorized use of their account or any other breach of security. G4S WILL NOT BE RESPONSIBLE FOR ANY LOSS THAT MAY BE INCURRED AS A RESULT OF SOMEONE ELSE USING THEIR PASSWORD OR ACCOUNT, EITHER WITH OR WITHOUT THEIR KNOWLEDGE.

2.0 Access to Service; Ownership

G4S hereby grants you a non-exclusive, non-transferable, non-sublicensable, and limited right to access and use the Service for your internal business purposes. Any reproduction, redistribution, or unauthorized use of the Site Content and/or Software is prohibited.

Except for the limited rights expressed hereunder, all right, title and interest including, but not limited to, all worldwide intellectual property rights, in and to the Service are retained by G4S. You agree that you shall not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of G4S in and to such intellectual property rights.

G4S warrants that the Service will be provided substantially in accordance with the Service description published by G4S from time to time. G4S does not warrant that the Service will always perform uninterrupted or error free. Upon being notified of any interruption or error G4S will take reasonable steps to investigate and undertake appropriate remedial action.

3.0 Restrictions; Unlawful or Prohibited Uses

As a condition of your use of the Service, you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

You may not use the Service in any manner that could damage, overburden, or impair any Service (or the network(s) connected to any Service) or interfere with any other party's use and enjoyment of any Service. You may not attempt to gain unauthorized access to any Service, other account, computer systems, or networks connected to any Service, through hacking, password mining, or any other means. You may not obtain or attempt to obtain any materials or information through any means that G4S has not intentionally made available through the Service.

Without the advance express written permission of G4S, you may not send, or cause to be sent, any automated queries of any sort to the Service, or use the Service in any commercial manner outside of its intended use. "Automated queries" shall include, but not be limited to, using any software that sends queries to any Service for the purpose of bypassing the functionality of the Web Sites.

You will not reverse engineer, decompile, disassemble or otherwise create, attempt to create, or permit or assist any third party to create a source code version of the Software.

G4S makes no claims concerning whether the Web Sites may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Web Sites from outside the United States, you are solely responsible for ensuring compliance with the laws of your jurisdiction. By accessing the Service, you represent that you are not in a country where such access is prohibited or are a person or entity for which such access is prohibited. You are solely responsible for compliance with the laws of your jurisdiction regarding the import, export, or re-export of the Service.

You represent and warrant that you have all required permissions and licenses to use, store, transmit, and cause G4S to do the same with any data that you enter into the Web Sites or the Service. In utilizing and providing the Service both parties acknowledge their obligation to comply with all applicable data protection laws including the General Data Protection Regulation of the European Union where relevant.

4.0 Communication Services

The Service may contain email services, bulletin board services, photo albums, file cabinets, and/or other message or communication facilities designed to enable you to communicate with others (collectively “Communication Services”). You agree to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example and not as limitation you agree that when using the Communication Services, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, libelous, obscene, indecent, or unlawful topic, name, material, or information;
- Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes;
- Upload, or otherwise make available any content that infringes any third party’s intellectual property or other rights, including, by way of example, and not as limitation, copyright, trademark rights of privacy or publicity;
- Use any material information, including images or photographs, which are made available through the Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- Upload files that contain viruses, trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another’s computer or the property of another;
- Use meta tag searches on any Web Site;
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- Harvest or otherwise collect information about others, including email addresses; and/or
- Create a false identify for the purpose of misleading others.

G4S has no obligation to monitor the Communication Services. However, G4S reserves the right to review materials posted to a Communication Service and to edit, refuse to post or remove any such materials, in whole or in part, in its sole discretion.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction, and/or dissemination; you are responsible for adhering to such limitations if you download materials.

G4S does not control or endorse the content, messages, or information found in any Communication Service and, therefore, G4S specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

5.0 System Requirement

The Service may not work on all internet browsers and/or system configurations. G4S reserves the right to change, in its sole discretion, the required system configurations or internet browser, and you may be required to download certain content or software to ensure operation of the Service on your system. It is your responsibility to ensure that your system contains the appropriate internet browser and is configured as required to operate the Service. You agree that G4S has no responsibility or liability if your system is not configured correctly or contains an internet browser that is not capable of operating the Service.

6.0 Links To Third Party Sites

The Service may contain images of and links to third party Web Sites ("Linked Sites"). The Linked Sites are not under the control of G4S, and G4S is not responsible for the contents of any Linked Site. G4S is providing these links to you only as a convenience, and the inclusion of any links does not imply endorsement by G4S of the Linked Site or its content or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites. If you decide to access Linked Sites, you do so at your own risk.

7.0 Disclaimer of Warranties

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED WITHIN THE SERVICE ARE PROVIDED SUBJECT ONLY TO THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT. ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS WHETHER EXPRESS OR IMPLIED ARE HEREBY EXCLUDED AND DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

G4S UNDERTAKES TO PUT IN PLACE APPROPRIATE SECURITY MEASURES DESIGNED TO SAFEGUARD THE INTEGRITY OF THE SERVICE. SUBJECT TO THIS G4S SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR

RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH ANY SERVICE. G4S IS NOT RESPONSIBLE FOR ANY CONTENT SENT USING AND/OR INCLUDED IN ANY SERVICE BY ANY THIRD PARTY.

8.0 Limitation of Liability

IN NO EVENT SHALL G4S AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICE, THE DELAY OR INABILITY TO USE THE SERVICE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE, OR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF G4S OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G4S' CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY UNDER ANY THEORY OF LAW FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE USE, PERFORMANCE, RECEIPT OR DISPOSITION OF SUCH SERVICE SHALL NOT EXCEED, IN THE AGGREGATE, ALL AMOUNTS PAID BY YOU FOR SUCH SERVICE WITHIN THE PRECEDING SIX (6) MONTHS. IN ANY ACTION FOR DAMAGES, G4S' LIABILITY SHALL BE LIMITED TO SUCH DAMAGES.

9.0 Indemnity

You agree to defend, indemnify, and hold harmless G4S from and against any claims, actions, or demands, including, without limitation, losses, liabilities, damages, and reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, your access to, use or misuse of the Service, or entering or extracting data of any type, including Personal Information. G4S shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. In circumstances where you fail to actively defend or resolve the matter giving rise to the claim G4S reserves the right by giving notice in writing to you to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting G4S's defense of such matter.

10.0 Service features

You acknowledge that the features, parameters (for example, the amount of storage available to users) or existence of any Service may change at any time. G4S will provide reasonable notice of any such changes to all Service users.

11.0 Termination/Access Restriction

G4S reserves the right to terminate or suspend your access to or use of any part or all of the Service at any time, without notice, if it considers that your use of the Service breaches this Agreement and such immediate termination or suspension is necessary. Where G4S exercises this right it will provide confirmation in writing of the reasons for the suspension / termination if advance notice has not previously been given. G4S will endeavor to give you advance notice in writing if it is considering exercising this right.

G4S may also terminate or suspend your access to the Service for inactivity. Upon termination G4S does not undertake to retain the data stored in the Service. G4S reserves the right to permanently delete data following termination unless a request is made by you for continued retention of that data and G4S has explicitly agreed to that request. Paragraphs concerning indemnification, disclaimers, limitations of liability, termination, and general provisions survive termination of your use of or access to the Service.

12.0 No Spam; Damages

G4S may immediately terminate any account which it determines, in its sole discretion, is transmitting, or is otherwise connected with any 'spam' or other unsolicited bulk email. In addition, because damages are often difficult to quantify, if actual damages cannot be reasonably calculated, then you agree to pay G4S liquidated damages for five dollars(US\$5.00) for each piece of 'spam' or unsolicited bulk email transmitted from or otherwise connected with your account. Otherwise, you agree to pay G4S's actual damages, to the extent such actual damages can be determined.

13.0 Cookies

When visiting Web Sites, G4S may send one or more cookies to your computer. Cookies are small bits of text downloaded to your computer or mobile device when you visit a Web Site. Your browser sends these cookies back to the Web Site so it can recognize you and tailor what you see in the screen. G4S uses two types of cookies, one which is needed to provide services such as ensuring you remain logged in and the other to improve your browsing experience such as remembering preferences.

If you decide not to receive cookies from Web Sites, the service and experience of the Web Sites cannot be guaranteed to be as quick or responses or some of the features or services will work as well as if you did accept or receive cookies. We do not use cookies to track which pages you visit on Sites or other Web Sites or share any information from your use of Sites with third parties.

Most internet browsers accept cookies automatically, however, you can usually alter the settings of your browser to erase cookies or prevent automatic acceptance. Generally you have the options to accept all cookies, to be notified when a cookie is issued or reject all cookies.

14.0 General

All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the state of Nebraska, United States of America, without regard to its conflict of laws.

Nothing contained in this Agreement limits G4S's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by G4S with respect to such use. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to the warranty disclaimers and liability limitations set forth above, the remainder of the Agreement shall continue in effect.

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and G4S with respect to the Service, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and G4S with respect to the Service.

The United States of America controls the export of products and information. You acknowledge that the Service and any accompanying documentation and/or technical information, is subject to applicable export control laws and regulations of the United States of America. You agree not to export or reexport the Software, directly or indirectly, to any countries that are subject to United States of America export restrictions.

You shall not assign, transfer, or sublicense this Agreement in whole or in part without G4S's prior written consent and any attempted assignment, transfer or sublicense in violation hereof shall be null and void. G4S may assign or transfer this Agreement in whole or in part as part of any solvent corporate re-organization or as part of any sale by G4S of any business or assets. G4S may: (1) generate print copies of its electronic records and introduce them in evidence as original documents; and (2) prove your agreements or consent in any manner, including without limitation, by showing that a procedure existed by which you must have provided consent or engaged in conduct to obtain the applicable products.

COPYRIGHT AND TRADEMARK NOTICES:

All contents, trademarks and trade names of the Web Sites are owned by G4S and are protected by copyright laws of the United States of America and/or other countries. All Intellectual property rights are reserved to G4S.

Exhibit B-1

Participating Provider Pass-Through Terms for the Apple Access Platform

These Terms and Conditions (“Terms and Conditions”) are in addition to the business partner agreement and Related Services (“Terms of Service”). These additional terms apply if You use Apple Access Technology to securely execute instructions given by Users via Apple Access Technology and for the purpose of enabling Users to securely use Provisioned Credentials to make Transactions (the “Program”). All foregoing terms shall have the meaning set forth below.

In the event of a conflict between these Terms and Conditions and the Terms of Service, these Terms and Conditions shall govern with respect to Your use of the Apple Access Technology.

Definitions.

“Access Partner” shall mean the Business Partner of Wavelynx Technologies or an affiliated entity of Wavelynx Technologies, LLC.

“Access Partner Data” means any data supplied by Access Partner to Apple or Participating Provider for the purpose of facilitating Participating Provider’s provisioning path decision process.

“Access Partner Technology” means Technology owned, controlled or licensable by Access Partner or any of its Affiliates (other than Apple Technology).

“Access Services” means the provisioning of Apple Access Technology to Participating Providers to enable Users to virtually authenticate to and/or to gain access to a physical space or service to utilize such physical space or service controlled or provided by a Participating Provider.

“Account” means any account under which a User may initiate any Access Service through Participating Provider pursuant to a User Agreement.

“Affiliate” means, with respect to a party, any Person that controls, is controlled by, or is under common control with such party. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. For the avoidance of doubt, but not by way of limitation, the direct and indirect ownership of more than fifty percent (50%) of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of a Person will be deemed to constitute “control” of the Person.

“Apple Access Guidelines” means documentation outlining the minimum program requirements and best practice guidelines that are required to support Access Services and/or the Program. Such Apple Access Guidelines may be updated from time to time will and be provided by Access Partner as a .pdf upon request until a hyperlink becomes available.

“Apple Access Platform” means Apple’s platform that utilizes Apple Technology, and may utilize Access Partner Technology pursuant to Apple’s agreement with Access Partner, to enable Users to gain access to

or authenticate virtually to use a physical space or controlled service using physical, digital or virtual access cards, credentials or account access devices and to access other related services using Apple Products designated by Apple or any of its Affiliates.

“Apple Product” means any Technology, product, or service distributed under an Apple Mark, or used internally and under development for distribution under an Apple Mark or an Apple Affiliate.

Apple Confidential 1 “Apple Access Technology” means the Apple Technology that enables Users to gain access to a physical space or controlled service, or authenticate virtually to use (physically, virtually, or otherwise) Participating Provider services, using Apple Products designated by Apple or any of its Affiliates.

“Apple Brand Guidelines” means the guidelines set forth at <http://www.apple.com/legal/trademark/guidelinesfor3rdparties.html> (“Apple Trademark and Copyright Guidelines”) and <https://developer.apple.com/apple-pay/marketing> (“Apple Pay Marketing Guidelines”).

“Apple Marks” means all Marks set forth in Exhibit C (Apple Marks), as may be amended by Apple from time to time. “Apple Technology” means Technology owned, controlled or licensable by Apple or any of its Affiliates.

“Credential” means any digital or virtual card, account access device, or other device capable of accessing an Account issued by Access Partner at the request of Participating Provider for the purposes of initiating an Access Service.

“Effective Date” means the Effective Date of your Terms of Service applicable to Your use of business partner agreement.

“Enabled Device” means any Apple Product that has been enabled to store and/or transmit Provisioned Credentials.

“Governmental Authority” means any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality.

“Intellectual Property Rights” means the rights in and to all (i) patents and patent applications in any jurisdiction or under any international convention claiming any inventions or discoveries made, developed, conceived, or reduced to practice, including all divisions, divisionals, substitutions, continuations, continuations-in-part, reissues, re-examinations, renewals and extensions thereof; (ii) copyrights; (iii) confidential information and other proprietary information or data that qualifies for trade secret protection; (iv) semiconductor chip or mask work rights; (v) design patents or industrial

designs, and (vi) other similar intellectual or other proprietary rights (excluding all Marks) now known or hereafter recognized in any jurisdiction.

“Law” means any federal, state, local or foreign law (including common law), code, statute, ordinance, rule, regulation, published standard, permit, judgment, writ, injunction, rulings or other legal requirement.

“Marks” means all trademarks, service marks, trade dress, trade names, brand names, product names, business marks, logos, taglines, slogans, and similar designations that distinguish the source of goods or services, whether registered or unregistered, along with all registrations and pending applications for any of the foregoing.

“Non-Apple Access Service” means any software, other than the Apple Pay Technology, that enables the use of a digital or virtual card for the purposes of gaining access to a physical space or authenticating to utilize a controlled service on personal electronic devices.

“Participating Provider” shall mean You as the End Customer.

“Participating Provider Data” means all information related specifically to an Account, Credential, Participating Provider, and/or User that is obtained, generated or created by or on behalf of such Participating

Apple Confidential 2

Provider in connection with Account establishment, processing and maintenance activities, customer service, and transaction data (as enumerated in the Apple Access Guidelines).

“Participating Provider Properties” means properties owned, leased, or controlled by Participating Provider that are participating in the Program.

“Participating Provider Technology” means Technology owned, controlled or licensable by Participating Provider or any of its Affiliates.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated organization, Governmental Authority or other entity.

“Provisioned Credential” means a Credential that has been provisioned to an Enabled Device so that the Enabled Device may be used to make Access Services available using such Provisioned Credential.

“Service Provider” means any subcontractor, independent contractor, or third party service provider engaged by a party to provide a service on behalf of such party.

“Technology” means any information, ideas, know-how, designs, drawings, specifications, schematics, software (including source and object codes), manuals and other documentation, data, databases,

processes (including technical processes and business processes), or methods (including methods of operation or methods of production).

“Transaction” means using an Enabled Device to gain access to a physical space, or utilize a service controlled or provided by an entity that controls access to physical spaces, in locations agreed to by Access Partner, Participating Provider and Apple.

“User” means a Person that has entered into a User Agreement establishing an Account with a Participating Provider.

“User Agreement” means the agreement between Participating Provider and a User (and any replacement of such agreement), establishing a User Account and governing the use of a Credential, together with any amendments, modifications or supplements that may be made to such User Agreement (and any replacement of such agreement).

Terms.

All aspects of the Participating Provider implementation will meet the Apple Access Guidelines.

Participating Provider will ensure that Provisioned Credentials can be used everywhere physical access credentials can be used in Participating Provider Properties, unless an exception is pre-approved in writing by Access Partner and based on guidelines provided by Apple.

To support the end-to-end user mobile contactless experience, if Participating Provider Properties are enabled for the hospitality use case, all Participating Provider’s payment systems accepting payment cards (credit/debit) at such properties will accept Apple Pay (including Apple Pay Cash, as described in the Apple Access Guidelines), unless an exception is pre-approved in writing by Apple.

For provisioning of Credentials, Participating Provider will authorize Access Partner to send data, including Access Partner Data in its possession or control, and any other necessary identifiers for Credentials issued by Participating Provider to Apple necessary to provision credentials.

Participating Provider will support Users by ensuring that the level of service (both in quality and the types

Apple Confidential 3 of

transactions that can be supported) provided for Provisioned Credentials is at least on parity with the level of service provided to physical credentials and credentials offered by Non-Apple Access Services.

Participating Provider will be responsible for the management of the relationship with Users, including being responsible for: (i) the decision to approve or deny provisioning of Credentials to an Enabled Device; (ii) the right to decline the use of a Provisioned Credential to make Transactions (where technically possible to do so); (iii) the on-going management and operation of Accounts, including

whether any Provisioned Credential, should be suspended or deactivated; and (iv) providing all access services to Users in connection with Provisioned Credentials.

Apple (on behalf of itself and each of its Affiliates) hereby grants Participating Provider and each of its Affiliates, during the term, a non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty free, fully paid-up, worldwide right and license to use, reproduce, have reproduced, display, and have displayed any of the Apple Marks solely for the purposes of announcing and promoting the provisioning of Credentials on Enabled Devices at Participating Provider Properties, subject in all cases to Apple's prior written consent. Use of the Apple Marks by Participating Provider, its Affiliates or Service Providers will be pursuant to, and in accordance with, the Apple Brand Guidelines, unless otherwise agreed in writing by Apple and Participating Provider. For the avoidance of doubt, in the event Participating Provider wishes to use any of the Apple Marks in any paid advertising, Participating Provider must first obtain Apple's written consent for such advertising. Apple represents and warrants that, as of the Effective Date, Apple has the right to grant all of the licenses and other rights granted to Participating Provider and each of its Affiliates and Service Providers in these Terms and Conditions. For clarity, the foregoing license shall terminate immediately upon termination of Participating Provider's participation in the Program for any reason.

Participating Provider will ensure that the level of user awareness (both in quality and the types of use cases featured) provided by Participating Provider for Provisioned Credentials is at least on parity with the user awareness provided for physical credentials and/or credentials on Non-Apple Access Services.

Participating Provider will market and describe the Program to potential users in accordance with the Apple Pay Marketing Guidelines unless an exception is pre-approved by in writing Apple.

In no event will Participating Provider promote or advertise the launch of credential services for Non-Apple Access Service using the Apple Access Guidelines or the Apple Pay Marketing Guidelines provided by Apple.

System Changes. Absent prior written notice to Access Partner, Participating Provider may not implement changes to its systems, procedures, processes or functionality, which, as the case may be, may have a material impact on: (a) the Apple Access Technology; (b) the manner in which Credentials are provisioned on an Enabled Device, or (c) the manner in which Credentials provisioned to an Enabled Device function or are processed on the Apple Access Technology (such changes to systems, procedures, processes or functionality are referred as to "System Changes"). In addition, and not by way of limitation, Participating Provider will (i) notify Access Partner not less than ninety (90) days prior to any System Change that Participating Provider reasonably believes will disable any core functionality of the Apple Access Technology, or introduce any material additional security exposure to Apple or consumers and (ii) provide support to Access Partner to work in good faith with Apple to address any bona fide concerns of Apple with regard to such proposed System Change. If Apple objects to any System Change, the System Change may not go forward until the objection is resolved.

Intellectual Property.

1. Participating Provider and its Affiliates own or have the right to use all Participating Provider Technology (and all Intellectual Property Rights therein or thereto). Apple and its Affiliates own or have the right to use all Apple Technology (and all Intellectual Property Rights therein or thereto).
2. Except as agreed in writing by Apple and Participating Provider, no other rights or licenses to exploit (in whole or in part), in any manner, form or media, any of the Technology, Intellectual Property Rights or Marks of the other party are granted. Nothing contained in these Terms and Conditions

Apple Confidential 4 will be construed as constituting a transfer or an assignment to a party by the other party of any of the Technology, Intellectual Property Rights or Marks of such other party or any of its Affiliates.

Governmental Authority. Participating Provider shall promptly notify Access Partner if it is notified by any domestic or foreign, federal, state, provincial, municipal or local government, any political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government, regardless of form, including any agency, bureau, court, tribunal, or other instrumentality (“Governmental Authority”), or otherwise reasonably believes, upon advice of counsel, that it is not complying with any law applicable to Participating Provider due to the processes used by Apple, Access Partner or Participating Provider, for use and provisioning of Credentials using the Apple Access Platform.

Confidentiality. Participating Provider will protect Apple Confidential Information obtained pursuant to these Terms and Conditions from unauthorized dissemination and use with the same degree of care that it uses to protect its own like information. Apple will protect Participating Provider Confidential Information obtained pursuant to the Program from unauthorized dissemination and use with the same degree of care that it uses to protect its own like information. Except as expressly set forth herein, Participating Provider will not use the Apple Confidential Information for purposes other than those necessary to directly further the purposes of these Terms and Conditions. Except as expressly permitted under these Terms and Conditions, Participating Provider will not disclose to third parties the Apple Confidential Information without the prior written consent of Apple, including (i) the public disclosure of any metrics related to the Program and (ii) Participating Provider’s planned participation in the Program prior to the public launch of Participating Provider’s participation in the Program.

Termination. Apple may suspend or terminate Participating Provider’s participation in the Program in the event of Participating Provider’s breach of any of these terms and such breach is not remedied within thirty (30) days of receiving written notice of such breach by Apple. Participating Provider also acknowledges and agrees that any violation of the requirements set forth in these terms will be grounds for Apple to suspend the provisioning of Credentials to Enabled Devices.

Data Privacy and Security.

1. Participating Provider and Apple acknowledge that any information which directly or indirectly identifies individuals (“Personal Data”) collected, accessed, processed, maintained, stored, transferred, disclosed, or used in relation to these terms, shall be done for each party’s own benefit and not on behalf of the other party, and each party shall be independently and separately responsible for its own relevant activities. Participating Provider and Apple further acknowledge that Apple does not determine the purpose and means of the processing of Personal Data subject to these Terms and Conditions by Participating Provider, which is determined by Participating Provider solely in its own independent capacity. Participating Provider and Apple acknowledge and agree that the Access Partner is processing Personal Data in relation to the Program for the benefit of the Participating Provider as its data processor.
2. Solely in its own independent capacity and commitment to the protection of Personal Data, Participating Provider shall comply with **Exhibit B (“Apple Data Privacy and Information Security Terms”)** and all applicable data protection laws (altogether, “Data Protection Laws”), including entering into data processing agreements as may be required with Access Partner and, where necessary, ensuring that international data transfers take place only in compliance with the conditions laid down in Data Protection Laws (for example, by executing approved standard contractual clauses). Participating Provider must also ensure that its Service Providers are bound by the same privacy and security obligations as Participating Provider under these Terms and Conditions and will comply with the Data Protection Laws which shall continue to apply regardless of the location of processing of the data for which Participating Provider acts as data controller. Apple will comply with all Data Protection Laws with respect to the handling and use of Personal Data.
3. Participating Provider will promptly notify Access Partner and Apple if it (i) discovers that any person or entity has breached security measures relating to the Program, or gained unauthorized access to any

Apple Confidential 5

data related to the Program, including Participating Provider Data, Access Partner Data, or Access Partner Provisioning Data, (in each such case an “Information Security Breach”) or (ii) receives a written supervisory communication, written guidance or written direction from a Governmental Authority that requires a modification to or suspension of the provisioning of Credentials on Enabled Devices. Upon discovery of an Information Security Breach for which Participating Provider is responsible, the Participating Provider will, at its cost, (A) appropriately investigate, remediate, and mitigate the effects of the Information Security Breach and (B) provide Access Partner and Apple with assurances reasonably satisfactory to such parties that appropriate measures have been taken to prevent such Information Security Breach from recurring.

Unauthorized Transactions. Participating Provider acknowledges and agrees that Apple will not be liable to any party for any Transaction initiated by a person or party who is not authorized to make a Transaction on an Account, including without limitation any fraudulent Transaction.

Parity with Physical Access Credential and other Access Services. Participating Provider may not process or decline Transactions, or activate, suspend or cancel Credentials or Accounts, in a manner that

discriminates against the Program compared to physical access credentials and Non-Apple Access Services.

Reporting Data. Participating Provider agrees to provide Apple (via Access Partner) the data and statistics identified in **Exhibit A (Reporting)** and in accordance with the Apple Access Guidelines (the “Reports”). Apple may use the data and statistics provided by Participating Provider for purposes of (1) performing its obligations and exercising its rights under these Terms and Conditions, or (2) improving the Apple Pay Technology and other Apple Products or technology used internally by Apple in connection with Apple Products.

Pass Data. Participating Provider expressly agree to provide User Personal Data directly to Enabled Devices to support in the creation of representations of Credentials in accordance with Apple Access Guidelines and according to the User’s preferences to the extent such provision is allowed under applicable Law.

Third Party Beneficiaries. Apple shall be entitled to rely upon, shall be an express third party beneficiary of, and shall be entitled to enforce, the provisions of these Terms and Conditions. The parties hereto agree that Apple shall be an express third-party beneficiary of these Terms and Conditions as provided herein.