

The Sawgrass Network: General Terms and Participation Agreement

THIS SAWGRASS PARTICIPATION AGREEMENT (THE "**AGREEMENT**") CONTAINS THE GENERAL TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF SAWGRASS GO EXPRESSION ("**GO EXPRESSION**") AND SAWGRASS GO EXCHANGE ("**GO EXCHANGE**"), A SUITE OF OPTIONAL SERVICES (THE "**SERVICES**") FOR SELLERS OF PERSONALIZED PRODUCTS ("**SELLERS**"), DESIGNERS OF PERSONALIZED PRODUCTS ("**DESIGNERS**"), AND FULFILLMENT HOUSES ("**PRODUCERS**").

THIS AGREEMENT IS AN AGREEMENT BETWEEN YOU, AS THE REPRESENTATIVE OF YOUR BUSINESS, AND SAWGRASS. BY REGISTERING FOR OR USING THE SERVICES, YOU (ON BEHALF OF THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND, AS APPLICABLE, THE SELLER SERVICE TERMS, THE DESIGNER SERVICE TERMS OR THE FULFILLMENT SERVICE TERMS. Any new features or tools which are added to the Services from time to time also will be subject to this Agreement. Sawgrass reserves the right to update and change the terms of this Agreement by posting updates and changes to the Sawgrass Websites. If there are material changes to this Agreement, Sawgrass will notify registered users of our Services. You are advised to check the Sawgrass Websites from time to time for any updates or changes that may impact you. and if you do not accept any update or change, you must cease using the Services.

As used in this Agreement, "**we**," "**us**," and "**Sawgrass**" mean Sawgrass Technologies, Inc. and its Affiliates, and "**you**" or "**your**" means the business employing you and any of its Affiliates. If there is any conflict between or among the General Terms, the applicable Service Terms, and the applicable Program Policies, the General Terms will take precedence, then the applicable Service Terms.

1. Your Account.

To use the Services, you must complete the registration process for one or more of the Services and establish an account (an "**Account**"). To do so, you must (i) provide us with your (or your business's) legal name, address, phone number and e-mail address, as well as any other information we may request and (ii) have been approved as a Seller, Designer or Producer, pursuant to Sawgrass's Partner Program <https://www.sawgrassink.com/exchange>. You understand that any personal data you provide to us in establishing your Account or otherwise will be handled in accordance with and by governed by Sawgrass's [Privacy Policy](#). Sawgrass has the right to accept or reject your application to establish an Account, and, in its discretion, may cancel your Account, for any reason at any time, without advance notice. You are responsible for maintaining the integrity of information related to your access to and use of your Account and

Services, including any password, login or key information. You represent and warrant that You will not share such information with any third party and you acknowledge that you are responsible for all activities occurring on GO Expression or GO Exchange as applicable through use of your Account.

2. Pricing and Terms.

Pricing and terms for Sellers and Producers are set forth in the applicable Seller Service Terms or Producer Service Terms and the corresponding Order Form for the particular transaction between Sawgrass and you. Pricing and Commission terms for Designers are set forth in the Designer Service Terms and the corresponding Product Post and the applicable Commission Schedule. You are responsible for all expenses you incur in connection with this Agreement.

3. Term and Termination.

The term of this Agreement commences on the date you complete the application process and establish an Account and will continue until terminated. You may at any time terminate your use of any Service or cancel your Account immediately on notice to us via email to goexchangesawgrassink.com. Sawgrass has the right cancel your Account and to modify or terminate the Services and this Agreement for any reason, without prior notice at any time. On termination of this Agreement, all related rights and obligations under this Agreement immediately terminate, except that you will remain responsible for performing all of your obligations in connection with transactions entered into before termination and for any liabilities that accrued before or as a result of termination. Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 17-19 of these General Terms will survive any such termination.

4. License and Restrictions.

Subject to your compliance with these Terms, Sawgrass grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access and use the Services provided on the Sawgrass Websites subject to the restrictions stated herein. Any rights not expressly granted herein are reserved by Sawgrass and Sawgrass's licensors.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion thereof; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services (including without limitation the Sawgrass Website(s)) except as expressly permitted under this Agreement; (iii) decompile, reverse engineer or disassemble the Services (including without limitation the Sawgrass Website(s)) except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services (including without limitation the Sawgrass Website(s)); (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services (including without limitation the Sawgrass Website(s)) or unduly burdening or hindering the operation and/or

functionality of any aspect of the Services (including without limitation the Sawgrass Website(s); or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks (including without limitation the Sawgrass Website(s)).

These Services include access to certain Software Products. This Agreement incorporates by reference the Software Product EULAs as applicable to those Software Products and by agreeing to this Agreement, you agree to those Software Product EULAs.

5. User Content.

Sawgrass makes no claim of ownership to any User Content. You can remove your User Content from the Services at any time by deleting your Account; however, you acknowledge that Sawgrass and its business partners may retain back-up or archival copies notwithstanding such termination.

By uploading or providing User Content, you grant Sawgrass and its business partners, including Producers, a nonexclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of such User Content in order to enable Sawgrass and its business partners to promote, provide and enhance the Services, including to enable Producers to produce Your Products. You agree not to assert any moral rights or rights of publicity against Sawgrass or its business partners for using your User Content in accordance with the scope of such license, and you recognize Sawgrass's and its business partners' legitimate interest in using your User Content in accordance with this license to the extent your User Content contains any personal information. You represent and warrant that you have all the rights necessary to grant Sawgrass and its business partners the foregoing license and to allow Sawgrass and others to use your User Content for such purposes anywhere in the world, and that neither your User Content nor any of Your Products infringes the Intellectual Property Rights or other rights of third parties or violates any applicable Law. You acknowledge and agree that your User Content, Your Products and certain information about your activities on GO Exchange or GO Expression will be displayed to and viewed by other users and/or may become publicly available and that, as a result, any such User Content or Your Products may be copied, reproduced, modified and/or used by others without authorization by you. You acknowledge and agree that Sawgrass shall have no liability if any User Content is accessed or copied or Your Products are copied by others, and that all uploading and sharing of User Content, Your Products and other information on or through GO Exchange and GO Expression is done at your own risk. Sawgrass reserves the right at any time to review and delete any User Content and any Products from GO Exchange and GO Expression.

6. Sawgrass Intellectual Property.

As between you and Sawgrass, all materials and other content that forms part of or is available through the Services that is not your User Content is the property of Sawgrass and is protected by all applicable Intellectual Property Rights. All trademarks, service marks, and trade names are proprietary to Sawgrass, or its Affiliates or third-party licensors. You may not use the Services to

infringe or misappropriate any Intellectual Property Rights of Sawgrass, its users, or others. Any rights not expressly granted you pursuant to this Agreement are expressly reserved by Sawgrass.

Sawgrass has the right to determine, the design, content, functionality, availability and appropriateness of all aspects of the Sawgrass Websites and Services, including your use of them. Sawgrass may assign any of these rights or delegate any of its responsibilities.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THERE SHALL BE NO DEVELOPMENT OF TECHNOLOGY, CONTENT, MEDIA OR OTHER INTELLECTUAL PROPERTY BY EITHER PARTY FOR THE OTHER PARTY PURSUANT TO THIS AGREEMENT. Any development activities relating to any technology, content, media or other intellectual property must be the subject of a separate written agreement between you and Sawgrass prior to the commencement of any such activities.

7. Representations.

You represent and warrant to Sawgrass that: (a) you are duly organized, validly existing and in good standing under the Laws of the country in which your business is registered and that you are registering for the Service(s) within such country; (b) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by you to Sawgrass or its Affiliates is at all times accurate and complete; (d) you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority; and (e) you will comply with all applicable Laws in performance of your obligations and exercise of your rights under this Agreement.

8. Indemnification.

You agree to defend, indemnify, and hold harmless Sawgrass, and its officers, directors, employees and agents, against any third-party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) (each, a "**Claim**") arising from or related to (a) your non-compliance with applicable Laws including without limitation all applicable data privacy laws; (b) Your Products, including the offer, sale, production, fulfillment, refund, cancellation, return, or adjustments thereof, any alleged nonconformities or defects in Your Products, or your User Content, (c) any actual or alleged infringement of any other party's Intellectual Property Rights by you, Your Products or your User Content, (d) any personal injury, death (to the extent the injury or death is not caused by Sawgrass), or property damage caused by you or arising in connection with Your Products or your User Content or your use of the Services; (e) Your Taxes and duties or the collection, payment, or failure to collect or pay Your Taxes or duties, or the failure to meet tax registration obligations or duties; or (e) any actual or alleged breach of by you of this Agreement. If any indemnified Claim might adversely affect us,

we may, to the extent permitted by applicable Law, voluntarily intervene in the proceedings at our expense. You may not consent to the entry of any judgment or enter into any settlement of an indemnified Claim without the prior written consent of Sawgrass, which may not be unreasonably withheld; except where the settlement of the Claim solely involves the payment of money damages and includes an unconditional release of Sawgrass from all liability.

9. Disclaimers and Release.

THE SAWGRASS WEBSITES AND SERVICES, INCLUDING GO EXCHANGE AND GO EXPRESSION, AND ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON OR PROVIDED IN CONNECTION WITH OR THROUGH THEM, ARE PROVIDED "AS-IS." AS A USER OF THE SERVICES, YOU USE THE SAWGRASS WEBSITES AND SERVICES AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR AFFILIATES DISCLAIM: (i) ANY REPRESENTATIONS OR WARRANTIES REGARDING THIS AGREEMENT, THE NETWORK, THE WEBSITES, THE SERVICES, YOUR PRODUCTS, AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; (ii) IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (iii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. SAWGRASS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SAWGRASS WEBSITES AND SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE, TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, AND SAWGRASS WILL NOT BE LIABLE FOR ANY SERVICE INTERRUPTIONS OR LOSSES OF DATA, INCLUDING BUT NOT LIMITED TO SYSTEM OR NETWORK FAILURES OR OTHER INTERRUPTIONS OR LOSSES OF DATA THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION, OR SETTLEMENT OF ANY TRANSACTIONS.

10. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, SAWGRASS SHALL HAVE NO LIABILITY, (WHETHER IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHER THEORY, OR OTHERWISE) TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, FOR ANY LOSS OF PROFIT, REVENUE, BUSINESS, GOODWILL, USE, OR DATA ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT OR YOUR USE OR INABILITY TO USE THE SAWGRASS WEBSITES, OR THE SERVICES OR (II) ANY PRODUCTS PRODUCED, FULFILLED, PURCHASED OR SOLD THROUGH GO EXCHANGE, OR GO EXPRESSION, EVEN IF SAWGRASS HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. SAWGRASS' DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNTS RECEIVED BY SAWGRASS RELATED TO THE ACTION IN THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE ACTION. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

11. Tax Matters.

As between the parties, you will be responsible for the collection, reporting, and payment of any and all of Your Taxes, except to the extent that Sawgrass automatically calculates, collects, or remits taxes on your behalf according to applicable Law.

12. Confidentiality.

During the course of your use of the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 5 years after termination: (a) all Confidential Information will remain Sawgrass's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in the Services; (c) you will not otherwise disclose Confidential Information to any other Person except as required to comply with the Law; (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfillment of statutory obligations. The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release or make any public statement related to the Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission. You may not misrepresent or embellish the relationship between us in any way.

13. Relationship of Parties.

You and Sawgrass are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. This Agreement will not create an exclusive relationship between you and us. Nothing expressed or implied from this Agreement is intended or will be construed to give to any person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or in respect to this Agreement.

14. Feedback and Other Information.

If you or any of your Affiliates elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to us in connection with or related to any the Sawgrass Website or Services (including any related Technology), we will be free to use, disclose, reproduce, modify, license, transfer and otherwise distribute, and exploit any of the foregoing information or materials in any manner. In order to cooperate with governmental requests, to protect our systems, or to ensure the integrity and operation of our business and systems, we may access and disclose any information we consider necessary or appropriate, including but not

limited to user contact details, IP addresses and traffic information, usage history, and posted content.

15. Password Security.

You are responsible for maintaining the security of the password(s) you use to establish your Account and use the Services and for all activity that occurs on GO Exchange or GO Expression using your password. You may not disclose your password to any third party (other than third parties authorized by you to use your account in accordance with this Agreement). If your password is compromised, you must immediately change your password. If you suspect unauthorized access to the Service, you must contact us immediately.

16. Export.

You will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

17. Governing Law and Dispute Resolution; Waiver of Class Action and Jury Trial.

This Agreement is governed by the laws of South Carolina, without reference to rules governing choice of laws or the Convention on Contracts for the International Sale of Goods.

You and Sawgrass agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, your use of the Services, or the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Mount Pleasant, South Carolina before one arbitrator, provided that either party has the right to bring suit in any court having jurisdiction to enjoin infringement or other misuse of intellectual property rights.. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Sawgrass and you each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration Sawgrass and you each waive any right to a jury trial. Each party shall bear its own costs in any such arbitration.

18. Miscellaneous.

You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt to assign or otherwise transfer this Agreement in violation of this section is void. You agree that we may assign or transfer our rights and obligations under this Agreement: (a) in connection with a merger, consolidation, acquisition or sale of all or substantially all of our

assets or similar transaction; or (b) to any Affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Sawgrass as the party to this Agreement. Subject to that restriction, this Agreement will be binding on, inure to, and be enforceable against the parties and their respective successors and assigns. We may perform any of our obligations or exercise any of our rights under this Agreement through one or more of our Affiliates.

Sawgrass will provide notice to you under this Agreement by sending you an email notification. You must send all notices and other communications relating to Sawgrass to our Support team via email to goexchangesawgrassink.com. You may change your e-mail contact address and certain other information in your profile in your Account. You will ensure that all of your information in your Account profile and otherwise is up to date and accurate at all times.

If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions and will not affect the validity and enforceability of any remaining provisions.

We will not be liable for any delay or failure to perform any of our obligations under this Agreement by reasons, events or other matters beyond our reasonable control.

This Agreement represents the entire agreement between the parties with respect to the Services and related subject matter and supersedes any previous or contemporaneous oral or written agreements and understandings.

19. Definitions

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Commission" means the compensation paid to a Designer upon the sale of a Designer's Products on GO Expression based on the then applicable Commission Schedule.

"Commission Schedule" means the schedule of Commissions in effect from time to time applicable to sales of Products on Go Expression.

"Confidential Information" means information relating to us, the Services, or any Producers, Sellers, or Designers that is not known to the general public including, but not limited to, any information identifying or unique to specific Producers, Sellers, or Designers, including any pricing or commission information, or any reports, insights, or other information about the Services; data derived from the Services except for data arising from the purchase or sale of Your Products comprising products sold, prices, commissions, sales, volumes and time of the transaction; and technical or operational specifications relating to GO Exchange or GO Expression, or the Services.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Designer Service Terms" means the service terms applicable to the Services between Sawgrass and the respective Designer, which are made part of this Agreement upon the date you elect to register for or use the Service, and any subsequent modifications we make to those terms and are contained in Sections D-1 through D-7 of this Agreement.

"Producer Service Terms" means the service terms applicable to the Services between Sawgrass and the respective Producer, which are made part of this Agreement upon the date you elect to register for or use the Service, and any subsequent modifications we make to those terms and are contained in Sections FS-1 through FS-7 of this Agreement.

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Order Form" means the separate ordering documents under which a Producer or Seller (as applicable) agrees to the pricing offered by Sawgrass for a particular Product or transaction.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

"Product(s)" means any products sold by Producers or ordered by Sellers on GO Exchange or designed by a Designer on GO Expression.

"Product Post" means the online form required to be completed by a Designer in order to post a Product on Go Expression.

"Program Policies" means all policies and program terms provided on the Program Policies page.

"Sawgrass Websites" means the Site(s) hosting GO Exchange Services and GO Expression Services and any related Services, as applicable.

"Sales Proceeds" means the gross proceeds from Your Producer Transactions as shown in the Orders accepted by you, including all taxes to the extent applicable.

"Seller Service Terms" means the service terms applicable to the Services between Sawgrass and the respective Seller, which are made part of this Agreement upon the date you elect to register for or use the Service, and any subsequent modifications we make to those terms and are contained in Sections S-1 through S-8 of this Agreement.

"Software Products" means the Sawgrass software products including CreativeStudio, Sawgrass Print Manager ("SPM"), and GO Exchange OMS, which may be licensed by Sawgrass pursuant to the specific EULA; for example, the CreativeStudio Software Product EULA; the SPM Software Product EULA, and GO Exchange OMS Software Product EULA.

"Technology" means any: (a) ideas, procedures, processes, systems, methods of operation, concepts, principles, and discoveries protected or protectable under the Laws of any jurisdiction; (b) interfaces, protocols, glossaries, libraries, structured XML formats, specifications, grammars, data formats, or other similar materials; and (c) software, hardware, code, technology, or other functional item.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"User Content" means, if you are a Producer, any material, information, data, communications, text, graphics, links, audio, video, photos, designs or other content provided or otherwise made available to you through the Services, or, if applicable, any of the foregoing that is provided or used by you under this Agreement, whether in producing Your Products or otherwise, and, if you are a Seller or a Designer, means any material, information, data, communications, text, graphics, links, audio, video, photos, designs or other content that you upload or otherwise make available through the Services.

"Your Designer Transactions" means in each case a transaction on Go Expression in which Sawgrass sells Your Products to a customer.

"Your Producer Transactions" means in each case the sale by you of any Products ordered through GO Exchange.

"Your Seller Transactions" means in each case the purchase by you of a Product ordered by you on GO Exchange.

"Your Products" means, if you are a Producer, any Products that you agree to produce on Go Exchange, or, if you are a Seller, that you agree to purchase on GO Exchange, or, if you are a Designer, that you design and/or post on GO Expression for sale by Sawgrass.

"Your Taxes" means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption, and other taxes, regulatory fees, levies (specifically including environmental levies), or charges and duties assessed, incurred, or required to be collected or paid for any reason in connection with Your Seller Transactions, Your Designer Transactions or Your Producer Transactions or otherwise in connection with any action, inaction, or omission of you or your Affiliates, or your or their respective employees, agents, contractors, or representatives in connection with GO Expression or GO Exchange.

"Your Trademarks" means Trademarks of yours that you provide to us: (a) in non-text form for branding purposes; and (b) separate from (and not embedded or otherwise incorporated in) any product specific information or materials.

Producer Service Terms:

Terms Applicable to GO Exchange Fulfillment Services

GO Exchange Fulfillment Services ("**GO Exchange Fulfillment Services**") are Services that allow you to accept and fulfill orders for Products submitted through GO Exchange. Terms not defined herein shall have the meaning as defined in the Agreement. You agree to abide by the terms of the [Participant Code of Conduct](#) and our [Acceptable Use Policy](#).

These GO Exchange Fulfillment Services Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your provision of GO Exchange Fulfillment Services. BY REGISTERING FOR OR USING GO EXCHANGE FULFILLMENT SERVICES, YOU AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE GO EXCHANGE FULFILLMENT SERVICES TERMS.

FS-1 Approved GO Exchange Producer

To fulfill Orders on Go Exchange, you must establish an Account, be an approved Sawgrass Producer in good standing pursuant to Sawgrass's GO Exchange Partner Program <https://www.sawgrassink.com/exchange>, and provide accurate and complete Required Product Information for each Product that you desire to fulfill through GO Exchange. You must also provide us with a valid PayPal business payer ID ("**Your PayPal Account**"). All payments to you will be remitted to Your PayPal Account.

If we determine that your actions may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Sawgrass or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Sawgrass or third parties exist. For any amounts that we determine you owe us, we may (i) offset any such amounts against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to Your PayPal Account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your Account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you. Except as otherwise provided, all amounts contemplated in this Agreement will be expressed and displayed in US Dollars, and all payments contemplated by this Agreement will be made in US Dollars.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Sawgrass or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture. As a security measure, we may, but are not required to, impose transaction limits on some or relating to the value of any transaction or disbursements, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement

that would exceed any limit established by us for a security reason, or (ii) if we or a Seller withdraws from a transaction because a Sawgrass Website or Service is unavailable following the commencement of a transaction.

FS 2 Your Products and Orders.

FS-2.1 Products and Product Information. You will ensure that any User Content, Your Products (including packaging) and your production and subsequent sale of any of the same on GO Exchange will comply with all applicable Laws (including all minimum age, marking and labeling requirements), that Your Products will not contain any sexually explicit, defamatory or obscene materials, and that you, any User Content and Your Products otherwise will comply with our Participant Code of Conduct.

FS-2.2 Order Processing. We will provide Order Information to you for each Order presented to you on GO Exchange. You will promptly accept or reject each Order. Upon acceptance of an Order, the Order shall be non-cancelable by you. Sawgrass reserves the right to present that Order for acceptance to other Producers on GO Exchange if you do not promptly accept an Order.

FS-2.3 Shipping and Handling Charges. Sawgrass will pay the cost of shipping Your Products to the shipping destination specified in the Order in accordance with the Shipment Information accompanying each Order, and will provide you with shipping labels and such other shipping account information. Except as otherwise agreed in writing by you and Sawgrass, no separate handling charges shall be added to or paid with respect to any Order.

FS-2.4 Title and Risk of Loss. As between you and Sawgrass, title, risk of loss or damage pass to Sawgrass upon delivery of Your Products to the shipping agent or carrier at the FOB point and delivery shall be deemed made upon transfer of possession to the carrier. All orders are shipped FOB shipping point.

F-2.5 License to Designer User Content. You understand that you have been granted a limited nonexclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of User Content supplied by others in order to enable you to produce Your Products. You agree that you shall be liable for, and hereby agree to indemnify and defend Sawgrass for any claim, demand, action, suit or proceeding arising in connection with, any unauthorized use of such User Content or other breach of this limited license by you or your affiliates, agents and subcontractors.

FS-3 Sales and Returns.

FS-3.1 Sale and Fulfillment. For each Order accepted by you, you will: (a) source, offer, sell and fulfill Your Products in accordance with the terms of the applicable Order Information, this Agreement, and all terms provided by you or us and set forth in the Order and be solely responsible for and bear all risk for those activities; (b) package each of Your Products in a commercially reasonable manner complying with all applicable packaging and labeling requirements and ship each of Your Products on or before the applicable expected ship date; (c) retrieve Order Information at least once each business day; (d) only cancel Your Producer Transactions as permitted pursuant to any applicable terms and conditions appearing in the Order or as may be required under this Agreement; (e) provide to Sawgrass information regarding

fulfillment and order status and tracking (to the extent available), in each case as requested by us using the processes designated by us, and we may make any of this information publicly available; (f) include an order-specific packing slip, and, if applicable, any tax invoices, within each shipment of Your Products; (g) identify Sawgrass as the seller of each of Your Products on all packing slips or other information included or provided in connection with Your Products and as the Person to which a customer may return the applicable product; and (i) not send to any Person other than Sawgrass any email or other communication confirming Orders or fulfillment of Your Products, all of which will instead be handled by Sawgrass.

FS-3.2 Cancellations, Returns, and Refunds. The Sawgrass Refund Policies will apply to Your Products. Without limiting your obligations, we may in our sole discretion accept, calculate, and process cancellations, returns, refunds, and adjustments for the benefit of our customers. We will make any payments to customers in the manner we determine, and you will reimburse us for all amounts we pay.

FS-4 Problems with Your Products -- Delivery Errors and Nonconformities; Recalls. You are responsible for any non-performance, non-delivery, misdelivery, theft, or other mistake or act in connection with the fulfillment of Your Products, except to the extent caused by our failure to make available to you accurate Order Information as it was received by us. You are also responsible for any non-conformity or defect in, or any public or private recall of, or safety alert with respect to any of Your Products or other products provided in connection with Your Products. You will notify us promptly as soon as you have knowledge of any public or private recalls, or safety alerts of or relating to Your Products or any other products provided in connection with Your Products.

FS-5 Remittance of Sales Proceeds & Refunds.

Except as otherwise stated in this Agreement, we will remit to you on a weekly basis in arrears the total Sales Proceeds from your cleared Producer Transactions prior to the relevant Remittance Calculation Date to the extent not previously remitted to you (which you will accept as payment in full for Your Producer Transactions), less any other applicable fees described in this Agreement, including any applicable Program Policies.

We may establish a reserve on your account based on our assessment of risks to Sawgrass or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time in our sole discretion.

When you either initially provide or later change Your PayPal Account information, the Remittance Date may be deferred by up to 14 days. If we refund money to a Sawgrass customer in connection with one of Your Producer Transactions, we may deduct the amount of such refund from your available balance together with the amount of a Refund Administration Fee for each of Your Products refunded, which amount we may retain as an administrative fee.

Further details can be found in [The Sawgrass Network Producer Addendum](#) and the [Sawgrass Network Earnings Schedule](#)

FS-6 Data Processing Addendum.

The Sawgrass-Producer Data Processing Addendum ("Sawgrass-Producer DPA"), which is attached as Attachment 1 to the Agreement, defines the parties' obligations with respect to the processing of personal data relating to data subjects in the European Economic Area. This DPA includes the Standard Contractual Clauses.

FS-7 Definitions

"Sawgrass Return Refund Policies" means the Return and Refund Policies published on the applicable Sawgrass Website and applicable to products and services offered and sold via GO Exchange.

"Producer Price" means the per unit price of a Product set forth in the applicable [Commission and Earning Schedule](#) and Order offered to you for acceptance on GO Exchange.

"Producer Pricing Schedule" means the Producer Earning Schedule pricing schedule published by Sawgrass from time to time.

"Order" means an Order Form delivered to a Producer on GO Exchange containing the Order Information and the related Shipment Information for such Products.

"Order Information" means, with respect to any Order presented to a Producer for fulfillment on GO Exchange the exact Products that are the subject of the Order, the quantity of the Products subject to the Order, the Shipment Information for such Products and such other information that we provide or make available to you.

"Remittance Calculation Date" remittances will be calculated at the end of each calendar week approximately four (4) business days prior to the date of remittance.

"Required Product Information" means, with respect to each of Your Products, the following (except to the extent expressly not required under the applicable Program Policies): (a) description, including as applicable, location-specific availability and options, scheduling guidelines and service cancellation policies; (b) SKU and UPC/EAN/JAN numbers, and other identifying information as Sawgrass may reasonably request; (c) information regarding in-stock status and availability, shipping limitations or requirements, and Shipment Information (in each case, in accordance with any categorizations prescribed by Sawgrass from time to time); (d) categorization within each Sawgrass product category and browse structure as prescribed by Sawgrass from time to time; (e) digitized image that accurately depicts only Your Product, complies with all Sawgrass image guidelines, and does not include any additional logos, text or other markings; (f) shipping and handling charge (in accordance with our standard functionality); (h) any text, disclaimers, warnings, notices, labels, warranties, or other content required by applicable Law to be displayed in connection with the offer, merchandising, advertising, or sale of Your Product; (i) any vendor requirements, restocking fees or other terms and conditions applicable to such product that a customer should be aware of prior to purchasing the product; (j) brand; (k) model; (l) product dimensions; (m) weight; (n) a delimited list of technical specifications; (o) SKU and UPC/EAN/JAN numbers (and other identifying information as we may

reasonably request) for accessories related to Your Product that is available in our catalog; (p) the state or country Your Product ships from; and (q) any other information reasonably requested by us (e.g., the condition of used or refurbished products; and invoices and other documentation demonstrating the safety and authenticity of Your Products).

"Sales Proceeds" means with respect to any of Your Producer Transactions the extended Producer Price for the applicable transaction and, to the extent applicable, Taxes.

"Shipment Information" means, with respect to any of Your Products, the shipment destination, shipment method and estimated or promised shipment and delivery dates for Your Products as set forth in an Order.

Seller Service Terms:

Terms Applicable to GO Exchange Seller Services

GO Exchange Seller Services ("**GO Exchange Seller Services**") are Services that allow you to order and purchase Products from Producers on GO Exchange. Terms not defined herein shall have the meaning as defined in the Agreement. You agree to abide by the terms of the Participant [Code of Conduct](#) and our [Acceptable Use Policy](#).

These GO Exchange Seller Services Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your enjoyment of GO Exchange Seller Services. BY REGISTERING FOR OR USING GO EXCHANGE SELLER SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE GO EXCHANGE SELLER SERVICES TERMS.

S-1 Approved GO Exchange Seller.

To use GO Exchange Seller Services, you must establish an Account and be approved and be in good standing as a GO Exchange Seller pursuant to Sawgrass's GO Exchange Partner Program <https://www.sawgrassink.com/exchange>. You must also provide us with valid credit card information from a credit card or credit cards acceptable by Sawgrass ("**Your Credit Card**") under a name you are authorized to use. You agree to update all of the information you provide to us in connection with your Account and the Services as necessary to ensure that it at all times remains accurate, complete, and valid. You authorize us (and will provide us documentation evidencing your authorization upon our request) to verify your information (including any updated information), to obtain credit reports about you from time to time, to obtain credit authorizations from the issuer of Your Credit Card, and to charge Your Credit Card for any sums payable by you to us. Any payments due you will be credited to Your Credit Card.

For any amounts that we determine you owe us, we may (i) charge Your Credit Card or any other payment instrument you provide to us; (ii) offset any such amounts against any payments or other amounts we may owe you; (c) invoice you for amounts due to us, in which case you will

pay the invoiced amounts upon receipt; (iii) reverse any credits to Your Credit Card; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may terminate your Account and in our sole discretion permanently withhold any payments we may owe you. Except as otherwise provided, all amounts contemplated in this Agreement will be expressed and displayed in US Dollars, and all payments contemplated by this Agreement will be made in US Dollars.

In addition, we may require that you pay other amounts to secure the performance of your obligations under this Agreement or to mitigate the risk of returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Sawgrass or third parties. These amounts may be refundable or nonrefundable in the manner we determine, and failure to comply with terms of this Agreement, including any applicable Program Policies, may result in their forfeiture. As a security measure, we may, but are not required to, impose transaction limits on some or all Sellers relating to the value of any transaction or disbursement, the cumulative value of all transactions or disbursements during a period of time, or the number of transactions per day or other period of time. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we cancel a transaction because a Sawgrass Website or Service is unavailable following the commencement of a transaction.

S-2 Orders and Acceptance.

To place an order on GO Exchange, you must submit the relevant Order Information we request ("Order" or "Order Information"). Based on the Order Information you submit, GO Exchange will calculate the sales price to you for the relevant Product(s), as well as the applicable sales taxes and shipping costs (based on your desired shipping time and method). You must approve the Order, including such terms, before it will be submitted to GO Exchange for fulfillment. No Order for any Product is valid and binding until accepted. Such acceptance shall be evidenced by an Order Confirmation sent to you via email. Once accepted, Orders may not be modified or cancelled by you without Sawgrass's express written consent. All Orders are subject to the availability of the ordered Product. Sawgrass reserves the right to impose quantity limits on any Order, to reject all or part of any Order, and to discontinue any Products or services without notice, even if you have placed your Order or your Order has been accepted. Sawgrass may subsequently cancel an Order in whole or in part due to Product availability (including without limitation, any discontinuation of the Product, a price change (if the incorrect Product price was displayed on GO Exchange), or as otherwise determined by Sawgrass in its sole discretion. You will be notified of any Order cancellation and any amounts you have paid in respect of such Order shall be refunded to you as set forth in these Terms. You agree to provide current, complete and accurate purchase and account information for all purchases made via GO Exchange. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

S-3 Pricing, Payment and Promotional Offers.

S 3.1. Charges and Payment.

All sales prices, taxes and other charges shown in an Order (collectively, the “**Charges**”) are in US Dollars and must be paid in full in advance prior to Order submission. In certain circumstances described in the Tax Policies, the Charges may not include sales tax. When you place an Order through GO Exchange, we will charge Your Credit Card for all Charges set forth in your Order. If Your Credit Card is determined to be expired, invalid or otherwise not able to be charged, you agree to promptly update your credit card information in your Account. Amounts paid by you are final and non-refundable, except as otherwise provided herein. Orders must be resubmitted after card issue resolved. **S 3.2 Promotional Offers.**

Sawgrass may from time to time provide certain Sellers with promotional offers and discounts that may result in different amounts charged for the same or similar Products purchased through GO Exchange, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of GO Exchange or the Charges applied to you. Sawgrass may use the proceeds of any Charges for any purpose, subject to its payment obligations with respect to Producers and other third parties. Sawgrass will have sole responsibility and liability to make payment of any applicable sums due to Producers.

S-4 Fulfillment and Shipment of Orders; Title and Risk of Loss.

All Products purchased on GO Exchange can be shipped only to you directly or to the ship--to address indicated in your Order. All ship-to addresses must be valid postal addresses.

You are solely responsible for all shipping and handling charges which are displayed in your Order when your Order is placed. Title and risk of loss or damage to the Products subject to your Order shall pass to you at the time the Products are delivered to the shipping agent or carrier at the FOB point and delivery shall be deemed made upon transfer of possession to the carrier. All Orders are shipped FOB shipping point. Shipping times shown in your Order are estimates only, and actual delivery dates may vary. In no event shall Sawgrass be liable for any damages associated with any delay or inability to meet any such delivery timeframes.

S-5 User Content and Products.

You will ensure that your User Content and Your Products (including packaging) ordered on GO Exchange will comply with all applicable Laws (including all minimum age, marking and labeling requirements), that Your Products will not contain any sexually explicit, defamatory or obscene materials, and that you, your User Content and Your Products otherwise will comply with our Participant [Code of Conduct](#) and [Acceptable Use Policy](#).

S-6 Product Images, Descriptions and Availability.

While Sawgrass uses reasonable efforts to provide accurate Product descriptions, there is no guarantee that the colors, images, other details of or descriptions of a Product on GO Exchange are 100% accurate representations of the actual Product. All descriptions of Products or Product pricing are subject to change at any time without notice, at the sole discretion of Sawgrass. Sawgrass reserves the right to discontinue any Product offering at any time. Sawgrass does not

warrant that any such information is accurate, complete, reliable, current, or error-free. If a Product purchased through GO Exchange is not as described, your sole remedy is to return it in unused condition.

You acknowledge that Sawgrass or Producers may make changes in the design of or specifications for, or in the way Products are manufactured or produced if such changes are necessary or desirable to improve the safety, performance or quality of such Product. Further, Sawgrass or Producers may furnish suitable substitute Products or components for Products or components which are unobtainable by a Producer because of any priorities, rules, regulations or the like established by governmental authorities or agencies, or due to price changes or the nonavailability of materials or components from suppliers.

Sawgrass reserves the right, but is not obligated, to limit the sales of Products to any person, geographic region or jurisdiction, on a case-by-case basis. Sawgrass reserves the right to limit the quantities of any Products you purchase.

S-7 Problems with an Order; Returns, Refunds and Cancellations.

Orders are non-cancellable once accepted as evidenced by the issuance of an Order Confirmation. Products are subject to return only according to our Return Policy.

S-8 Data Processing Addendum.

The Sawgrass-Seller Data Processing Addendum (“Sawgrass-Seller DPA”), which is attached as Attachment 2 to the Agreement, defines the parties' obligations with respect to the processing of personal data relating to data subjects in the European Economic Area. This DPA includes the Standard Contractual Clauses.

Designer Services Terms:

Terms Applicable to GO Expression Designer Services

GO Expression Designer Services ("**GO Expression Designer Services**") are Services that allow you to design Products for sale on GO Expression. Terms not defined herein shall have the meaning as defined elsewhere in the Agreement. You agree to abide by the terms of the [Participant Code of Conduct](#) and our [Acceptable Use Policy](#).

These GO Expression Designer Services Terms are part of the Agreement, but, unless specifically provided otherwise, concern and apply only to your enjoyment of GO Expression Designer Services. BY REGISTERING FOR OR USING GO EXPRESSION DESIGNER SERVICES, YOU (ON BEHALF OF YOURSELF OR THE BUSINESS YOU REPRESENT) AGREE TO BE BOUND BY THE AGREEMENT, INCLUDING THESE GO EXPRESSION DESIGNER SERVICES TERMS.

D-1 Approved GO Expression Designer.

To use GO Expression Designer Services, you must establish an Account and be approved and be in good standing as a GO Expression Designer pursuant to Sawgrass's GO Expression Partner Program.

D-2 Posting Products on GO Expression; Acceptance of Terms.

To post Your Products on GO Expression, you must submit the relevant Product Post Information we request. The Product Post Information includes information pertaining to the retail sales price of Your Products, which, subject to certain limitations, may be changed by you from time to time. Based on the Product Post Information and the initial retail sales price you submit, you will be able to calculate the Commission that would be due to you based on the then-current Commission Schedule for the sale of the relevant Product on GO Expression. You understand that the actual Commission that will be due and payable to you upon the sale of Your Products on Go Expression will be based on the Commission Schedule in effect on the date of sale. By posting Your Products on GO Expression, you accept the terms set forth herein and therein, including with respect to the amount of Commission payable to you on the sale of the relevant Products on Go Expression. Once you have completed and submitted the Product Post Information, Your Products will be posted on Go Expression and a notice of Your Product posting will be sent to you via email.

D-3 Modification and Cancellations.

Once you post Your Products on GO Expression, you may modify or change your Product Post Information and you may cancel or delete Your Products or remove Your Products from GO Expression at any time.

D-4 Payment of Commissions.

Commissions on the sale of Your Products on GO Expression shall be based on the Commission Schedule in effect on the date of sale. The Commission Schedule may be modified or updated by Sawgrass from time to time in its sole discretion without prior notice. To receive Your Commission, you must also provide us with valid PayPal business payer ID ("**Your PayPal Account**"). All payments to you will be remitted to Your PayPal Account. Except as otherwise provided, all amounts contemplated in this Agreement will be expressed and displayed in US Dollars, and all payments contemplated by this Agreement will be made in US Dollars.

Except as otherwise stated in this Agreement, we will remit to you on a weekly basis in arrears the total cleared Commissions on all sales of Your Products on Go Expression occurring prior to the relevant remittance calculation date to the extent not previously remitted to you (which you will accept as payment in full for Your Designer Transactions), less any other applicable fees described in this Agreement, including any applicable Program Policies. The remittance calculation date is the date that is four (4) business days prior to the date of remittance. Notwithstanding the foregoing, when you either initially provide or later change Your PayPal Account information, the Remittance Date may be delayed by up to 14 days.

If we refund money to a Sawgrass customer in connection with one of Your Designer Transactions, we may deduct the amount of such refund from Your PayPal Account or your available balance together with the amount of a refund administration fee for each of Your Products refunded, which amount we may retain as an administrative fee.

We may establish a reserve on your account based on our assessment of risks to Sawgrass or third parties posed by your actions or performance, and we may modify the amount of the reserve from time to time in our sole discretion. If we determine that your actions may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Sawgrass or third parties, then we may in our sole discretion withhold any payments to you for as long as we determine any related risks to Sawgrass or third parties exist. For any amounts that we determine you owe us, we may (i) offset any such amounts against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to Your PayPal Account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your Account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate our Program Policies, then we may in our sole discretion permanently withhold any payments to you. Except as otherwise provided, all amounts contemplated in this Agreement will be expressed and displayed in US Dollars, and all payments contemplated by this Agreement will be made in US Dollars.

Further details can be found in the [Sawgrass Network Commission Earnings Agreement](#) and the [Sawgrass Network Earnings Schedule](#)

D-5 Product Images, Descriptions and Availability.

While Sawgrass uses reasonable efforts to provide accurate Product descriptions, there is no guarantee that the colors, images, other details of or descriptions of Your Products on GO

Expression are 100% accurate representations of the actual Products. Sawgrass reserves the right to discontinue any Product offering at any time.

You acknowledge that Sawgrass or Producers may make changes in the design of or specifications for, or in the way Your Products are manufactured or produced if such changes are necessary or desirable to improve the safety, performance or quality of Your Products. Further, Sawgrass or Producers may furnish suitable substitute Products or components for Products or components which are unobtainable by a Producer because of any priorities, rules, regulations or the like established by governmental authorities or agencies, or due to price changes or the nonavailability of materials or components from suppliers.

Sawgrass reserves the right, but is not obligated, to limit the sales of Your Products to any person, geographic region or jurisdiction, on a case-by-case basis. Sawgrass reserves the right to limit the quantities of any of Your Products uploaded to Go Expression.

D6 Promotional Offers.

Sawgrass may from time to time provide certain Designers with promotional offers and discounts that may result in different amounts charged for the same or similar Products offered on GO Expression, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of GO Expression or the Commission applied to you. Sawgrass may use the proceeds of any sales for any purpose, subject to its payment obligations with respect to Producers and other third parties. Sawgrass will have sole responsibility and liability to make payment of any applicable sums due to Producers.

D7 Designs and Product Information.

You will ensure that your User Content will not contain any sexually explicit, defamatory or obscene materials, that you, your User Consent and Your Products do and will not infringe the Intellectual Property Rights of others and that you will otherwise will comply with our [Acceptable Use Policy](#).

Attachment 1 GO Exchange Sawgrass-Producer Data Processing Addendum

This Sawgrass-Producer Data Processing Addendum (“DPA”) is incorporated into, and subject to the terms and conditions of GO Exchange Participation Agreement (the “Agreement”) between the Producer named on the Sawgrass Registration Form (“Company”) and Sawgrass Technologies, Inc. (referred to herein as “Sawgrass”). As used herein, “Company” means “Producer” as defined in the Agreement and named in the applicable Sawgrass Registration Form between Sawgrass and Company. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. For the avoidance of doubt, all references to the “Agreement” shall include this DPA (including the SCCs as defined herein). This DPA applies

where and only to the extent that Sawgrass processes Personal Data that is protected by the data privacy laws applicable to the EEA.

1. Definitions

Section 1. DEFINITIONS

“Agreement” means Sawgrass’s Participation Agreement, which governs the provision of Services to Company.

“Data Controller” means the entity, which determines the purposes and means of the processing of Personal Data.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller.

“Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaption, or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

“Data Subject” means the individual to whom Personal Data relates.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the processing of Personal Data under the Agreement.

“GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation or “GDPR”). GDPR is a Data Protection Law and Regulation.

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

“Sawgrass Registration Form” means the form used as part of the Sawgrass registration process for Producers described in the Agreement.

“Security Incident” means any unauthorized or unlawful breach of security that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

“Services” means any product or service provided by Sawgrass to Company pursuant to the Agreement.

“Standard Contractual Clauses” means the agreement executed by and between Company and Sawgrass at attached hereto as Schedule 2 pursuant to the European Commission’s decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Sub-Processor” means any Data Processor engaged by Sawgrass to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

“Supervisory Authority” means an independent public authority, which is established by a EU Member State pursuant to the GDPR.

Section 2. PROCESSING OF PERSONAL DATA

2.1 Role of the Parties

Sawgrass shall act as the Data Controller and Company will act as the Data Processor under this Addendum.

2.2 Company’s Processing of Personal Data

Sawgrass agrees that it shall comply with its obligations as a Data Controller under Data Protection Laws and Regulations in respect of its Processing of Personal Data and any processing instructions it issues to Company.

2.3 Sawgrass’s Processing of Personal Data.

Company shall process this Personal Data only for the purposes described in this DPA and only in accordance with Sawgrass’ documented lawful instructions. The parties agree that this DPA and the Agreement set out Sawgrass’ complete and final instructions to Company in relation to the Processing of Personal Data and Processing outside the scope of these instructions (if any) shall require prior written agreement of Company and Sawgrass.

2.4 Details of the Processing.

The subject matter of Processing Personal Data by Company 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 Schedule 1 to this DPA.

2.5 Confidentiality of Personal Data. Company shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. In addition, Company shall take commercially reasonable steps to limit access to Personal Data to those personnel who require such access to perform the Agreement.

Section 3. SUB-PROCESSORS

3.1 Authorized Sub-Processors

Company may engage the Sub-Processors with prior written consent of Sawgrass (“Authorized Sub-Processors”).

3.2 Liability for Authorized Sub-Processors.

Company shall be liable to Sawgrass for the acts and omissions of Authorized Sub-Processors to the same extent that Company itself be liable under this Addendum had it conducted such acts or omissions.

Section 4. RIGHTS OF DATA SUBJECTS

4.1 Data Subject Request

Company shall, to the extent permitted by law, promptly notify Sawgrass upon receipt of a request by a Data Subject to exercise the Data Subject’s right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision making (such requests individually and collectively “Data Subject Requests”). If Company receives a Data Subject Request in relation to Personal Data exported hereunder, Company shall advise the Data Subject to submit their request to the Sawgrass, and Sawgrass shall be responsible for responding to such request, including where necessary by using the functionality of the Services.

4.2 Company assistance to Sawgrass for Data Subject Request(s).

Company shall, at the request of Sawgrass, and taking into account the nature of the Processing applicable to any Data Subject Request, apply technical and organizational measures to assist Sawgrass in complying with Sawgrass’ obligation to respond to such Data Subject Request and/or in demonstrating such compliance.

Section 5. SECURITY MEASURES

Taking into account 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, Company shall maintain appropriate technical and organization measures to ensure a level of security appropriate to the risk of Processing Personal Data.

Section 6. SECURITY BREACH NOTIFICATIONS AND AUDITS

6.1 Notification of a Security Incident.

Upon becoming aware of a Security Incident, Company shall notify Sawgrass without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Company.

6.2 Assistance with a DPIA.

Company shall, taking into account the nature of the Processing and the information available to it, provide Sawgrass with reasonable cooperation and assistance, where necessary for Sawgrass to comply with its obligations under the GDPR, conduct a data protection impact assessment (“DPIA”), and/or to demonstrate such compliance, provided that Sawgrass does not otherwise have access to the relevant information.

6.3 Assistance in Cooperation with Supervisory Authorities.

Company shall, taking into account the nature of the Processing and the information available to it, provide Sawgrass with reasonable cooperation and assistance with respect to Sawgrass’ cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR.

6.4 Records.

Company shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Sawgrass shall, with reasonable notice to Company, have the right to review, audit and copy such records at Company’s offices during regular business hours.

6.5 Audits.

Upon Sawgrass’ request, Company shall, no more than once per calendar year, allow Sawgrass or its authorized representative, upon reasonable notice, subject to written confidentiality agreement(s), and at a mutually agreeable data and time, to conduct an audit or inspection of Company’s data security infrastructure that is sufficient to demonstrate Company’s compliance with its obligations under this Addendum, provided that Sawgrass shall provide reasonable prior notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Company’s business.

Section 7. TRANSFER MECHANISMS FOR DATA TRANSFERS

Any transfer of Personal Data made subject to this Addendum from member states of the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom to any countries which do not ensure an adequate level of data protection within the meaning of laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Company through the Standard Contractual Clauses set forth in Schedule 2.

Section 8. LIMITATION OF LIABILITY

Each party's liability taken together and in the aggregate arising out of or related to this DPA whether in contract, tort, or under any theory of liability, is subject to the "Limitation of Liability" clause of the Agreement, and any reference in such clause to the liability of a party means the aggregate liability of that party under the Agreement and the DPA together.

Schedule 1 Details of the Processing of Personal Data

Nature and Purpose of the Processing

Company will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as instructed by Sawgrass.

Duration of the Processing

Company will Process the Personal Data for the duration of the Agreement, and delete the Personal Data in accordance with the Agreement.

Data exporter/Data Controller

The data exporter and Data Controller is Sawgrass located within the European Economic Area.

Data importer/Data Processor

The data importer and Data Processor is Company.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit personal data to the data importer through the Services, the extent of which is determined and controlled by the data exporter and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Data exporter's end user customer name and contact information.

Categories of Data Subjects

Company may submit Personal Data to the Services, the extent of which is determined and controlled by Company in its sole discretion, and which may include the following categories of data:

Data Exporter's end user customer name and shipping information.

Types of Personal Data

First Name and Last Name

Shipping information (postal address)

Special categories of data (if appropriate): NONE

Schedule 2 Standard Contractual Clauses (processors)

Company agrees to abide by and process EEA Data in compliance with the SCCs which are incorporated by reference and form an integral part of this DPA. For the purposes of the SCCs: (i) Company agrees that it is the “data importer” and Sawgrass is the “data exporter” under the SCCs.

PURPOSE

To enable the Licensee to transfer, store and process personal information relating to the personal data subjects located within the European Economic Area (“EEA”) for the purpose of this Agreement, Sawgrass agrees to sign the EU standard contractual clauses (controller to processor) for the transfer of personal information of personal data to processors established in third countries (European Commission Decision 2010/87/EU) (“**Standard Contractual Clauses**”) as amended or replaced from time to time. If a decision, decree, legislative enactment or other binding instrument is brought into effect to replace the Standard Contractual Clauses or is otherwise intended to establish new means of transferring personal data from the European Union to the United States in compliance with Chapter IV of Directive 95/46/EC as amended or replaced from time to time, including any such decision taken under Article 25(6), the parties will, at either party’s request, amend this Exhibit E as may be necessary or desirable in the determination of the data exporter (defined below), acting reasonably, to cover the continued transfer and processing of personal information for the purpose of this Agreement.

SCOPE

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection. Name of the data exporting organisation: Sawgrass Technologies, Inc. (“Sawgrass”)

Address:

2233 Hwy 17 North, Mt Pleasant, South Carolina, USA 29466

(the **data exporter**)

And

The data importing organisation: Name of Company listed on the applicable Sawgrass Registration Form (the **data importer**)

Address: Address of Company listed on applicable Sawgrass Registration Form.

each a “party”; together “the parties”,

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

Clause 1

Definitions

For the purposes of the Clauses:

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

Clause 2

Details of the transfer

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

Clause 3

Third-party beneficiary clause

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

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

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

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

Clause 4

Obligations of the data exporter The

data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer The

data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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

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

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

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor,

pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data

exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1
DETAILS OF THE TRANSFER

See Schedule 1 of the DPA “Details of the Processing of Personal Data.”

APPENDIX 2
ORGANIZATIONAL SECURITY PRACTICES

See Section 5 of the DPA “Security Measures.”

Attachment 2 GO Exchange Sawgrass-Designer Data Processing Addendum

This Sawgrass-Seller Data Processing Addendum (“DPA”) is incorporated into, and subject to the terms and conditions of GO Exchange Participation Agreement (the “Agreement”) between the Seller named in the applicable Sawgrass Registration Form (“Company”) and Sawgrass Technologies, Inc. (referred to herein as “Sawgrass”).

As used herein, “Company” means “Seller” as defined in the Agreement and named in the applicable Sawgrass Registration Form between Sawgrass and Company. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. For the avoidance of doubt, all references to the “Agreement” shall include this DPA (including the SCCs as defined herein).

1. Definitions

Section 1. DEFINITIONS

“Agreement” means Sawgrass’s Participation Agreement and the Seller, which governs the provision of Services to Company.

“Data Controller” means the entity, which determines the purposes and means of the processing of Personal Data.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller.

“Process” or “Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaption, or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction.

“Data Subject” means the individual to whom Personal Data relates.

“Data Protection Laws and Regulations” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, applicable to the processing of Personal Data under the Agreement.

“GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free

movement of such data (General Data Protection Regulation or “GDPR”). GDPR is a Data Protection Law and Regulation.

“Personal Data” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations).

“Sawgrass Registration Form” means form used as part of the Sawgrass registration process for Sellers described in the Agreement.

“Security Incident” means any unauthorized or unlawful breach of security that leads to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data.

“Services” means any product or service provided by Sawgrass to Company pursuant to the Agreement.

“Standard Contractual Clauses” means the agreement executed by and between Company and Sawgrass at attached hereto as Schedule 3 pursuant to the European Commission’s decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

“Sub-Processor” means any Data Processor engaged by Sawgrass to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

“Supervisory Authority” means an independent public authority, which is established by a EU Member State pursuant to the GDPR.

Section 2. PROCESSING OF PERSONAL DATA

2.1 Role of the Parties

Company will act as the Data Controller and Sawgrass will act as the Data Processor under this Addendum.

2.2 Company’s Processing of Personal Data

Company agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws and Regulations in respect of its Processing of Personal Data and any processing instructions it issues to Sawgrass; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws and Regulations for

Sawgrass to Process Personal Data and provide the Service pursuant to the Agreement and this DPA. Company will indemnify Sawgrass for any breach of the foregoing obligations.

2.3 Sawgrass's Processing of Personal Data.

Sawgrass shall process this Personal Data only for the purposes described in this DPA and only in accordance with Company's documented lawful instructions. The parties agree that this DPA and the Agreement set out Company's complete and final instructions to Sawgrass in relation to the Processing of Personal Data and Processing outside the scope of these instructions (if any) shall require prior written agreement of Company and Sawgrass.

2.4 Details of the Processing.

The subject matter of Processing Personal Data by Sawgrass 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 Schedule 1 to this DPA.

2.5 Confidentiality of Personal Data. Sawgrass shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of Personal Data, have received appropriate training on their responsibilities, both duration and after their engagement with Sawgrass, and have executed written confidentiality agreements. In addition, Sawgrass shall take commercially reasonable steps to limit access to Personal Data to those personnel who require such access to perform the Agreement.

Section 3. SUB-PROCESSORS

3.1 Authorized Sub-Processors

Company acknowledges and agrees that Sawgrass may engage the Authorized Sub-Processors listed on Schedule 2 (the "List") to access and Process Personal Data in connection with the Agreement. Sawgrass shall enter into a written agreement with each Authorized SubProcessors containing data protection obligations no less protective than those in this Addendum (including confidentiality obligations) with respect to the protection of Personal Data.

3.2 Notification of new Sub-Processors

At least ten (10) days before enabling any third party other than Authorized Sub-Processors to access or participate in the Processing of Personal Data, Sawgrass will add such third party to the List and notify Company of that update via email. Company may object to such engagement in writing within ten (10) days of receipt of the aforementioned notice by Sawgrass.

3.2.1 If Company reasonably objects to an engagement in accordance with Section 3.2, Sawgrass shall provide Company with a written description of commercially reasonable alternative(s), if any, to such engagement, including without limitation modification to the Services. If Sawgrass, in its sole discretion, cannot provide any such alternative(s), or if Company does not agree to any such alternative(s) if provided, then Company may terminate the applicable Order Form(s) with respect to those Services which cannot be

provided by Sawgrass without use of the objected-to new Sub-Processors, by providing written notice to Sawgrass. Termination shall not relieve Company of any fees owed to Sawgrass under the Agreement.

3.2.2 If Company does not object to the engagement of a third party in accordance with Section 3.2 within ten (10) days of notice by Sawgrass, that third party will be deemed an Authorized Sub-Processors for the purposes of this Addendum.

3.3 Liability for Authorized Sub-Processors.

Sawgrass shall be liable to Company for the acts and omissions of Authorized Sub-Processors to the same extent that Sawgrass itself be liable under this Addendum had it conducted such acts or omissions.

Section 4. RIGHTS OF DATA SUBJECTS

4.1 Data Subject Request

Sawgrass shall, to the extent permitted by law, promptly notify Company upon receipt of a request by a Data Subject to exercise the Data Subject's right of: access, rectification, erasure, data portability, restriction or cessation of Processing, withdrawal of consent to Processing, and/or objection to being subject to Processing that constitutes automated decision making (such requests individually and collectively "Data Subject Requests"). If Sawgrass receives a Data Subject Request in relation to Company's Personal Data, Sawgrass shall advise the Data Subject to submit their request to the Company, and Company shall be responsible for responding to such request, including where necessary by using the functionality of the Services.

4.2 Sawgrass assistance to Company for Data Subject Request(s).

Sawgrass shall, at the request of the Company, and taking into account the nature of the Processing applicable to any Data Subject Request, apply technical and organizational measures to assist Company in complying with the Company's obligation to respond to such Data Subject Request and/or in demonstrating such compliance, where possible, provided that (i) Company is itself unable to respond without Sawgrass's assistance and (ii) Sawgrass is able to do so in accordance with all applicable laws, rules, and regulations. Company shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Sawgrass.

Section 5. SECURITY MEASURES

Taking into account 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, Sawgrass shall maintain appropriate technical and organization measures to ensure a level of security appropriate to the risk of Processing Personal Data.

Section 6. SECURITY BREACH NOTIFICATIONS AND AUDITS

6.1 Notification of a Security Incident.

Upon becoming aware of a Security Incident, Sawgrass shall notify Company without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Company.

6.2 Assistance with a DPIA.

Sawgrass shall, taking into account the nature of the Processing and the information available to it, provide Company with reasonable cooperation and assistance, where necessary for Company to comply with its obligations under the GDPR, conduct a data protection impact assessment ("DPIA"), and/or to demonstrate such compliance, provided that Company does not otherwise have access to the relevant information. Company shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Sawgrass.

6.3 Assistance in Cooperation with Supervisory Authorities.

Sawgrass shall, taking into account the nature of the Processing and the information available to it, provide Company with reasonable cooperation and assistance with respect to Company's cooperation and/or prior consultation with any Supervisory Authority, where necessary and where required by the GDPR. Company shall be responsible to the extent legally permitted for any costs and expenses arising from any such assistance by Sawgrass.

6.4 Records.

Sawgrass shall maintain records sufficient to demonstrate its compliance with its obligations under this Addendum, and retain such records for a period of three (3) years after the termination of the Agreement. Company shall, with reasonable notice to Sawgrass, have the right to review, audit and copy such records at Sawgrass's offices during regular business hours.

6.5 Audits.

Upon Company's request, Sawgrass shall, no more than once per calendar year, allow Company or its authorized representative, upon reasonable notice, subject to written confidentiality agreement(s), and at a mutually agreeable data and time, to conduct an audit or inspection of Sawgrass's data security infrastructure that is sufficient to demonstrate Sawgrass's compliance with its obligations under this Addendum, provided that Company shall provide reasonable prior notice of any such request for an audit and such inspection shall not be unreasonably disruptive to Sawgrass's business. Company shall be responsible for the costs of any such audits or inspections.

Section 7. TRANSFER MECHANISMS FOR DATA TRANSFERS

Any transfer of Personal Data made subject to this Addendum from member states of the European Union, Iceland, Liechtenstein, Norway, Switzerland or the United Kingdom to any

countries which do not ensure an adequate level of data protection within the meaning of laws and regulations of these countries shall, to the extent such transfer is subject to such laws and regulations, be undertaken by Sawgrass through the Standard Contractual Clauses set forth in Schedule 3.

Section 8. LIMITATION OF LIABILITY

Each party's liability taken together and in the aggregate arising out of or related to this DPA whether in contract, tort, or under any theory of liability, is subject to the "Limitation of Liability" clause of the Agreement, and any reference in such clause to the liability of a party means the aggregate liability of that party under the Agreement and the DPA together.

Schedule 1 Details of the Processing of Personal Data

Nature and Purpose of the Processing

Sawgrass will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as instructed by Company.

Duration of the Processing

Sawgrass will Process the Personal Data for the duration of the Agreement, and delete the Personal Data in accordance with the Agreement.

Data exporter/Data Controller

The data exporter and Data Controller is **Company located within the European Economic Area.**

Data importer/Data Processor

The data importer and Data Processor is Sawgrass, Inc.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit personal data to the data importer through the Services, the extent of which is determined and controlled by the data exporter and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Data exporter's end user customer name and contact information.

Categories of Data Subjects

Company may submit Personal Data to the Services, the extent of which is determined and controlled by Company in its sole discretion, and which may include the following categories of data:

Data Exporter's end user customer name and shipping information.

Types of Personal Data

First Name and Last Name

Shipping information (postal address)

Special categories of data (if appropriate): NONE

Schedule 2

List of Authorized Sub-Processors

1. Mailchimp
2. Revulytics
3. Microsoft Navision
4. Zendesk
5. Mailgun
6. Authorize.net
7. Amazon Web Services
8. Microsoft Azure
9. Inzata
10. Survey Monkey

Schedule 3 Standard Contractual Clauses (processors)

Sawgrass agrees to abide by and process EEA Data in compliance with the SCCs which are incorporated by reference and form an integral part of this DPA. For the purposes of the SCCs: (i) Sawgrass agrees that it is the “data importer” and Company is the “data exporter” under the SCCs.

PURPOSE

To enable the Licensee to transfer, store and process personal information relating to the personal data subjects located within the European Economic Area (“EEA”) for the purpose of this Agreement, Sawgrass agrees to sign the EU standard contractual clauses (controller to processor) for the transfer of personal information of personal data to processors established in third countries (European Commission Decision 2010/87/EU) (“**Standard Contractual Clauses**”) as amended or replaced from time to time. If a decision, decree, legislative enactment or other binding instrument is brought into effect to replace the Standard Contractual Clauses or is otherwise intended to establish new means of transferring personal data from the European Union to the United States in compliance with Chapter IV of Directive 95/46/EC as amended or replaced from time to time, including any such decision taken under Article 25(6), the parties will, at either party’s request, amend this Exhibit E as may be necessary or desirable in the determination of the data exporter (defined below), acting reasonably, to cover the continued transfer and processing of personal information for the purpose of this Agreement.

SCOPE

Standard Contractual Clauses (processors)

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

Name of the data exporting organisation: Name of Company listed on the applicable Sawgrass Registration Form.

Address: See applicable Sawgrass Registration Form.

(the **data exporter**)

And

The data importing organisation:

Sawgrass Technologies, Inc., (Sawgrass”)

2233 Hwy 17 North, Mt Pleasant, South Carolina, USA 29466

(the **data importer**) each a “party”;

together “the parties”,

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

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data²;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

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

Clause 3

Third-party beneficiary clause

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

² Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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

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

Clause 4

Obligations of the data exporter The

data exporter agrees and warrants:

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

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

Clause 5

Obligations of the data importer The

data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

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

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

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

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

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

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

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

APPENDIX 1
DETAILS OF THE TRANSFER

See Schedule 1 of the DPA “Details of the Processing of Personal Data.”

APPENDIX 2
ORGANIZATIONAL SECURITY PRACTICES

See Section 5 of the DPA “Security Measures.”