

Data Protection Addendum

Effective Date: _____ 2018

This Data Protection Addendum ("DPA") is made and takes effect on the Effective Date and forms part of any definitive agreement and / or purchase orders ("Agreement") between: i-Sprint Innovations Pte Ltd ("Licensor" or "i-Sprint"); and (ii) _____ ("Customer").

The terms used in this DPA shall have the meanings set forth in this DPA. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as a DPA to the Agreement.

Definitions:

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Applicable Laws" means any other applicable law.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer Personal Data" means any Personal Data Processed by Processor on behalf of Customer and its Affiliates, if applicable, pursuant their instructions in connection with the Agreement.

"Data Protection Laws" means, to the extent applicable, the data protection or privacy laws of any country, including without limitation, GDPR of EU.

"Data Subject" means the identified or identifiable natural person to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"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, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

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

"Services" means the services and other activities to be supplied to or carried out by or on behalf of Licensor for Customer pursuant to the Agreement;

1. The parties agree that with regard to the Processing of Customer Personal Data, Customer is the Controller, Licensor is a Processor.
2. Customer shall, in its use or receipt of the Services:

- a. Process Personal Data in accordance with the requirements of Data Protection Laws;
 - b. obtain and manage all required consents in accordance with the requirements of Data Protection Laws;
 - c. ensure that its instructions for the Processing of Personal Data shall comply with Data Protection Laws;
 - d. ensure that it is and shall at all relevant times remain duly and effectively authorised to give its instructions to Processor; and
 - e. have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
3. Customer shall instruct Licensor to Process Personal Data for the following purposes:
- a. Processing in accordance with the Agreement; and
 - b. Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
4. Licensor shall:
- a. not Process Customer Personal Data other than on the Customer' s instructions unless Processing is required by any Applicable Laws to which the Licensor is subject, in which case Licensor shall to the extent permitted by Applicable Laws inform the Customer before the relevant Processing of that Personal Data;
 - b. take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Customer Personal Data, ensuring
- in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Agreement, and to comply with Applicable Laws;
- c. assist the Customer for the fulfilment of the Customer' s obligations, as reasonably understood by Licensor, to respond to requests to exercise Data Subject rights under the Data Protection Laws;
 - d. notify Customer upon Licensor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with reasonable information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws; and
 - e. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure.
5. Limitation of Liability
- a. Each party' s and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" clause of the Agreement or shall not exceed the total amount paid by Customer to Licensor for the Services within six (6) months preceding such claim, whichever is lower. Any reference in such clause to the liability of a party means the aggregate liability of that party and all of its

Affiliates under the Agreement and all DPAs together.

- b. For the avoidance of doubt, Licensor' s and its Affiliates' total liability for all claims from the Customer and all of its Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement.
6. If needed, the parties agree to cooperate with each other, in good faith, to comply, with any applicable Data Protection Laws that may apply to any Customer Personal Data.
7. Licensor shall return Customer Personal Data to Customer following termination or expiry of any Services involving the Processing of Customer Personal Data, and, to the extent allowed by applicable law, delete and procure the deletion of all copies of those Customer Personal Data.
8. This DPA shall be governed by, construed and enforced in accordance with, the laws of Singapore and the parties shall submit to the non-exclusive jurisdiction of the courts of Singapore in the event of dispute.
9. This DPA shall terminate upon the termination or expiry of the Agreement or the Services, whichever is earlier.
10. Clauses 5, 6, 7, 8, 10 and 11 shall survive the termination of this DPA.
11. If any portion of this DPA is determined to be illegal or unenforceable under the law, then that portion shall be stricken from the DPA without effect to that remainder of the DPA that can be given effect independently of such invalid terms.