



MomentFeed Master Services Agreement

This Master Services Agreement (the “Agreement” or “MSA”) is entered into as of the date of the Order Form (“**Effective Date**”), by and between **MomentFeed UB, Inc.**, and **Client**, in consideration of the mutual promises and covenants herein and in the applicable Order Form, and govern the use of the MomentFeed Service and all associated use of the MomentFeed Platform. Client and MomentFeed are sometimes hereinafter referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

1. Definitions.

“Administrative User” means the named Client employees or authorized agents who: (i) have sufficient training and/or experience with the Application Service to perform the Client’s obligations; (ii) are responsible for all communications with MomentFeed, including case submission and Incident reports; and (iii) who are authorized by Client to request and receive Services on behalf of the Client.

“Affiliate” means any person or entity, controlling, controlled by or under common control with Client or MomentFeed, as applicable.

“Application Service” means, collectively, MomentFeed’s online software Platform as described in the Knowledge Base that is procured by Client from MomentFeed in the applicable Order Form and any subsequent Order Form from time to time, including associated offline components, but excluding Third Party Applications and Professional Services. The Application Services includes MomentFeed’s continuous efforts, consistent with applicable industry standards and best practices, to enhance and improve the Platform and maintain the Platform and the provision of industry-leading software maintenance, updates, enhancements, and improvements.

“Change Order” means a change in any of the specifications, requirements, deliverables, or scope of any Professional Services as documented in any Statement of Work.

“Confidential Information” means information about the disclosing Party’s (or its Affiliates or suppliers) business or activities that is proprietary or confidential, which shall include all business, financial, technical and other information of a Party or Client which is either marked or designated by such Party as “confidential” or “proprietary” or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential, including without limitation MomentFeed’s Platform, and the software and technology therein.

“Covered Locations” means locations submitted to MomentFeed by Client for storage and data management on the MomentFeed Platform.

“Client Data” means all electronic data or information submitted by Client to MomentFeed and stored in the Platform.

“Effective Date” means the date that the Term begins.

“Fees” means the fees, charges, and other costs set forth in an Order Form and in any applicable Statement of Work.

“Force Majeure” has the meaning set forth in Section 14.g.

“Knowledge Base” mean the online English language user guides for the Application Service, accessible

via login at <http://www.momentfeed.com> (under “Help”), as updated from time to time.

“Managed Services” means the ongoing data and location listings management of Client’s data pursuant to the Digital Services Terms, which apply only if acquired under an Order Form with the purchase of Digital Presence Services, and the terms and conditions therefore are set forth at <https://momentfeed.com/images/digital-presence-service-terms.pdf>.

“Order Form” means the applicable ordering document signed by the Parties through which each MomentFeed Application Service and any Professional Services and/or Managed Services are ordered by Client or its Affiliates, and the Fees therefore.

“Platform” means the software system owned or licensed by MomentFeed and marketed by MomentFeed as further detailed in an Order Form, such other systems and content Client acquires the right to access or use pursuant to this Agreement after the Effective Date; and all updates, enhancements, patches, fixes or modifications to any of the foregoing made available or provided by MomentFeed to Client. The Platform includes: (a) the proprietary software applications and third party software applications provided or otherwise made available by MomentFeed to Client as part of the Platform; (b) all technology, technical information, discoveries, ideas, theories, improvements, tools, designs, original works of authorship, processes, algorithms, software, inventions, know-how, techniques, and other information, including all intermediate and partial versions thereof, underlying the Platform.

“Professional Services” means the general consulting, implementation and/or training services to be provided to Client pursuant to any Statement of Work.

“Services” means the Application Services, Professional Services, Managed Services and Support Services covered in this Agreement.

“Service Level Commitment” means MomentFeed’s commitment to provide Client access to the Application Service pursuant to the Service Level Commitment Terms at: <https://momentfeed.com/images/service-level-commitment-terms.pdf>.

“Statement of Work” or “SOW” means the applicable Professional Services in relation to this Agreement as defined in any subsequent Statement of Work accepted by the parties.

“Support Services” means MomentFeed’s technical support services available to Client during Client’s subscription period pursuant to the relevant Order Form. Any technical support provided in conjunction with Client’s subscription is described at <https://momentfeed.com/images/support-service-terms.pdf>.

“Third Party Applications” means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than MomentFeed that interoperate with the Application Service.

“Term” shall commence on the Effective Date and continue for the term set forth in the initial Order Form until renewed or otherwise extended or earlier terminated pursuant to Section 2 of this Agreement.

“Users” means individuals who are authorized by Client to use the Application Service pursuant to this Agreement or as otherwise defined, restricted or limited in an Order Form or amendment to this Agreement, for whom subscriptions to a Service have been procured, and who have been supplied user identifications and passwords by Client (or by MomentFeed at Client’s request). Users may include Client’s and Client’s Affiliates’ employees, and their consultants, contractors and agents retained to use

or manage the Service on their behalf.

2. Subscription. During the period of Client's subscription as specified in the applicable then-current Order Form:
 - a. Client acquires a non-exclusive, non-transferable right and license during the Term to use the Services and those portions of the Platform applicable to the Client's subscription, for its internal business purposes, under the terms and conditions herein and in the Order Form;
 - b. MomentFeed shall provide to Client any Support Services applicable to Client's subscription;
 - c. MomentFeed shall use reasonable efforts to make the Services available at all times in accordance with its Service Level Commitment, subject to Planned Maintenance and Force Majeure events; and
 - d. If Client has acquired optional Digital Presence Services under the applicable Order form, MomentFeed shall provide Client with such services pursuant to the terms at <https://momentfeed.com/images/digital-presence-service-terms.pdf>.

3. Term and Termination.
 - a. Term. This Agreement shall begin on the Effective Date and continue for the Term set forth in the initial Order Form (the "Initial Term") unless and until renewed or extended in accordance with this Agreement or pursuant to one or more successive Order Forms (each a "Renewal Term" and individually or collectively the "Term") or earlier terminated as provided herein. If there are any outstanding Order Forms as of the end of the Term, the Term will extend until their expiration. Additionally, as of the end of each Term, or in the event Client continues to receive Services upon expiration of the then-current Term, the Term will be extended for additional periods equal to the expiring Term unless a party provides prior written notice of non-renewal within sixty (60) days of expiration of the then-current Term and any pricing adjustment will become effective upon renewal according to the terms in the applicable Order Form.

 - b. Termination. Either Party may terminate this Agreement (i) in the event of a material breach by the other Party if the breaching Party has not cured such breach within thirty (30) days following receipt of written notice describing such breach from the non-breaching Party; (ii) if the other Party becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or (iii) if a petition is filed concerning the other Party under the United States Bankruptcy Act, as it now exists or as it may be amended, or any similar law of any other jurisdiction. Except where early termination by Client is pursuant to MomentFeed's uncured material breach under subsection (i) or from termination rights accruing to Client under subsections (ii) or (iii) (in which case MomentFeed will promptly refund the prepaid fees (if any) for that portion of the terminated period for which Services were not provided), early termination of a Term will not result in a refund of any prepaid fees. Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

4. Payment Terms. Unless otherwise specified in the applicable Order Form, all invoices will be due in full within thirty (30) days of the invoice date. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. MomentFeed reserves the right to suspend Client's access to and/or use of the Platform for any accounts for which any payment is due but unpaid but only after MomentFeed

has provided Client two (2) delinquency notices, and at least thirty (30) days have passed since the transmission of the first notice. The suspension is for the entire account and Client understands that such suspension would therefore include sub-accounts. Client agrees that MomentFeed shall not be liable to Client or other third party for any suspension of the Service pursuant to this Section 3.

5. Taxes. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the services by MomentFeed to Client under this Agreement and such shall be payable by Client to MomentFeed in addition to all other charges payable.
6. Professional Services, IP Rights and Approach.
 - a. Client acknowledges that MomentFeed's Services, techniques, information, documentation, training materials, consulting methods, and any work product resulting from all Services performed by MomentFeed (including without limitation, any such intellectual property resulting from Professional Services), are MomentFeed's proprietary information and intellectual property and MomentFeed retains all rights, title and ownership therein (the "Utilities") and in the Platform. Subject to the terms and conditions hereof, MomentFeed hereby grants to Client during the Term a non-exclusive, non-transferable right and license to use the Utilities and to make use through the Services of those portions of the Platform applicable to the Client's subscription, for its internal business purposes under the Agreement.
 - b. MomentFeed shall provide consulting and training services only to the extent such services are specifically set forth under the terms of an SOW. In the event of any conflict between the Agreement and an SOW, the provisions of the SOW shall prevail. All SOWs shall be billed on a time and materials basis at MomentFeed's then-current consulting rates, unless otherwise agreed in writing by the parties. Any monetary limit referenced in a SOW shall be an estimate only for purposes of Client's budgeting and MomentFeed's resource scheduling, unless expressly stated to be a definitive limit. MomentFeed shall have the right to use third parties in performance of SOWs hereunder and, for purposes of this Agreement, all references to MomentFeed or its employees shall be deemed to include such third parties.
 - c. MomentFeed will from time-to-time update, modify and evolve (i) the power, functionality, design and user interface of the Platform, Application Services, Utilities and our network (the "Products"), and (ii) the approach utilized in structuring, performing and delivering the Products and Services, in our sole discretion as part of our ongoing mission to improve the Products Services and to deliver additional value to our clients; provided that such modifications will not materially decrease the functionality of the same.
7. Relationship of the Parties. The Parties acknowledge and agree that each Party, its employees, agents or sub-contractors, in the performance of this Agreement, is acting as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.
8. Authentication. Client hereby authorizes MomentFeed to aggregate and share Client Data on behalf of Client on networks related to this Agreement. Client is responsible for securing DSL, cable or another high-speed internet connection and up-to-date "browser" software in order to utilize the Platform and Services. Client agrees to use commercially reasonable efforts to authenticate on networks related to this Agreement, which networks are listed in the Statement of Work, if any, attached to the applicable Order Form.
9. Publicity.

- a. Neither party will make any news or press release regarding these Terms without the other party's prior written consent. However, MomentFeed may acknowledge that Client is a customer in prospective client presentations and proposals that are not publicly disclosed without prior approval.
 - b. Subject in each case to Client's agreement in its sole discretion, MomentFeed may request that Client consider making a representative available (i) to serve as a non-public reference to MomentFeed's prospective customers; and (ii) to work with MomentFeed in developing and publishing case studies and press releases that describe Client's use of the Services.
10. Confidentiality. Neither Party shall disclose any Confidential Information of the other Party or use such Confidential Information except as specifically permitted in performance of this Agreement. The receiving Party's confidentiality obligation with respect to the Confidential Information of the disclosing Party shall not extend to information that: (a) is in the public domain at the time of its disclosure; (b) becomes part of the public domain through a source other than the receiving Party (directly or indirectly); (c) is required to be disclosed pursuant to a court order or governmental authority; or (d) is disclosed to its employees and professional advisors, provided they agree to keep such information confidential. The obligations of the parties under this Section shall supersede all prior confidentiality agreements between the Parties and shall survive the termination or expiration of this Agreement for a period of five (5) years, and thereafter with respect to a Party's software and technology based trade secrets (including without limitations the Platform), so long as they remain eligible for trade secret protection under prevailing law (without regard to a breach by receiving Party).
11. Representations and Warranties. MomentFeed represents and warrants that (a) it will perform the Services with reasonable care and skill in accordance with industry standards, and (b) to its knowledge, the Services do not infringe or violate the intellectual property rights of any third party. Each Party hereby represents and warrants to the other that (i) it will not introduce viruses, Trojan horses, worms, spyware, or other such malicious code into the Platform; (ii) it has all rights necessary to grant the other Party the rights granted by this Agreement; (iii) it has the power and authority to enter into, and perform its obligations under, this Agreement; and (iv) it is under no obligation which might interfere with its full and complete performance of this Agreement.
12. Indemnification.
 - a. By MomentFeed. MomentFeed shall indemnify, defend and hold harmless Client, its officers, directors, employees, agents, subsidiaries and other Affiliates, from and against any and all damages, costs, penalties, liabilities, or expenses (including attorneys' fees and costs) arising out of or related to any third party claim based on any allegation that the Service (in whole or in part) or any other intellectual property furnished in connection with this Agreement infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right. Notwithstanding the foregoing, MomentFeed shall have no liability or obligation to defend or indemnify Client to the extent the claim is based on (i) use of the Services or Platform other than strictly in accordance with our instructions and documentation; or (ii) use, operation or combination of the applicable Services with non-MomentFeed programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. If the use of any Service or Platform is, or MomentFeed believes is likely to be, alleged or held to infringe any third party intellectual property right, MomentFeed may, at its sole option and expense, (a) procure for Client the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received for the

affected service for the remaining Term of then-current subscription period. THE FOREGOING CONSTITUTES MOMENTFEED'S ENTIRE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD PARTY CLAIMS OF ANY KIND OR NATURE. This Section shall survive the termination or expiration of this Agreement.

- b. By Client. Client shall indemnify, defend and hold harmless MomentFeed, its officers, directors, employees, agents, subsidiaries and other Affiliates, from and against any and all damages, costs, penalties, liabilities, or expenses (including attorneys' fees and costs) arising out of or related to any third party claim, suit, or demand based on (a) Client's willful misconduct resulting in breach of any term of this Agreement or (b) Client's violation of any third party intellectual property or privacy right; provided, that MomentFeed (i) promptly provide written notice of the claim; (ii) give Client control of the defense and settlement of the claim (provided that Client may not settle any claim unless the settlement unconditionally release MomentFeed of all liability); and (iii) provide all reasonable assistance at Client's expense. MomentFeed may participate in the defense and settlement activities with counsel of our choosing at Client's expense.

13. Disclaimers and Limitation of Liability.

- a. Services and Data Under Third Party Control. MomentFeed does not and cannot completely control the flow of data to or from MomentFeed's network and other portions of the Internet, which depend in large part on the performance of connections or Internet services provided or controlled by third parties. The actions or inactions of such third parties can impair or disrupt the flow of data and Client's and its current and potential customers' connections and access to data and the Internet. Although MomentFeed will use commercially reasonable efforts to minimize, avoid and remedy such events, MomentFeed cannot assure that such events or disconnects will not occur, and hereby disclaims any and all liability, claims or losses resulting from or related to such events while using the Services.
- b. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN SECTIONS 10 (REPRESENTATIONS AND WARRANTIES), THE SERVICES AND PLATFORM ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE USAGE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, NOR DOES MOMENTFEED WARRANT THAT THE SERVICES OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS OR PERFORMANCE OF THE SERVICES. IN THE CASE OF A BREACH OF WARRANTY, CLIENT'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR MOMENTFEED TO REPERFORM THE SERVICE.
- c. EXCEPT FOR DAMAGES ARISING FROM A PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- d. EXCEPT WITH RESPECT TO AN INTENTIONAL OR FRAUDULENT ACT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS AND SOWS EXCEED (I) THE SUM OF THE AMOUNTS RECEIVED BY AND OWED TO MOMENTFEED DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, AND (II) TWO (2) TIMES THE AMOUNT IN SUBSECTION (I) WITH RESPECT TO A PARTY'S CONFIDENTIALITY OR INDEMNITY OBLIGATIONS HEREUNDER. THE FOREGOING LIMITATIONS OF LIABILITY ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER

ARISING UNDER ALL AGREEMENTS, SOWS AND ORDER FORMS, SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE, AND SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

14. Miscellaneous Provisions.

- a. Severability. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms, and the Parties will maintain the original benefit of the bargain for each party to the maximum extent possible under the law.
- b. Assignment. Neither Party may assign this Agreement without the other Party's written consent; provided however, that either Party may assign this Agreement (a) to an Affiliate; (b) to an acquirer in connection with any merger, consolidation, or sale of all or substantially all of such Party's assets; (c) in connection with any transaction or series of transactions resulting in a change of control; or (d) in the event of any internal restructuring not constituting a change in control, to an Affiliate or successor-in-interest. In the case of any assignment permitted by this Section, (i) the assigning Party must provide notice of such assignment, (ii) the assignee must either be bound by operation of law or agree in writing to be bound by all the terms and conditions of this Agreement, and (iii) if the assignment is to a subsidiary of the assigning Party, the assignor shall remain primarily liable.
- c. Non-Solicitation. During the Term of this Agreement and for one (1) year after termination or expiration, Client will not solicit, induce or attempt to induce any officer, director, employee or contractor to leave MomentFeed.
- d. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California and any applicable federal laws, without regard to principles of conflicts of laws. The Parties hereby consent to the exclusive jurisdiction of the federal and state courts in Los Angeles County, California, for purposes of any legal action arising out of or related to this Agreement. Excluding actions seeking injunctive relief, in the event of any disputes arising with respect to this Agreement or an Order Form, before taking formal action, the parties will make reasonable attempts to resolve the dispute amicably between them within thirty (30) days from the date that one party notifies the other of such dispute in reasonable detail.
- e. Data Processing Addendum. Client and MomentFeed each agree to the terms and conditions set forth in the Data Processing Addendum in **Exhibit A**.
- f. Survival. The rights and obligations of the Parties that survive termination or expiration of this Agreement, including those set forth herein concerning indemnification, confidentiality, disclaimers, limitation of liability and choice of law and venue, will remain in full force and effect. No termination or expiration of this Agreement will relieve either Party for any liability for any breach of, or liability accruing under this Agreement prior to termination.
- g. Force Majeure. Except for the nonpayment of money due, neither party shall be liable for any delay or failure in performance due to circumstances beyond their reasonable control, including without limitation, acts of God, acts or orders of government, flood, fire, earthquakes, epidemics, pandemics, civil unrest, acts of terror, and Internet and third party network outages or delays ("Force Majeure Events").

- h. Integration. This Agreement will constitute a binding contract between MomentFeed and Client and will supersede any other oral or written Agreements between the Parties regarding the subject matter therein (including terms in or referenced in this Agreement).
- i. Remedies. No remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

[Exhibits follow]

Exhibit A
Data Processing Addendum

This data processing addendum (the “**DPA**”) supplements the Master Services Agreement (including any order form, statement of work, or other attachments or addenda thereto) (“**MSA**”) as between **MomentFeed UB, Inc.** (“**Vendor**” or “**MomentFeed**”) and the Client named in the MomentFeed Order Form (“**Client**”) for MomentFeed’s provision of services (“**Services**”) described in the MSA. This DPA governs the responsibilities of the parties with respect to the processing of personal information (defined below) which is subject to the CCPA (defined below) and may be processed in the course of Vendor’s provision of the Services. All undefined capitalized terms herein shall have the same meaning as the MSA, as applicable.

In the event of any conflict or inconsistency between the MSA and this DPA, this DPA shall govern.

1. “**CCPA**” means the California Consumer Privacy Act of 2018, as amended, and any regulations promulgated thereunder. The terms “**aggregate consumer information**”, “**business**”, “**business purpose**”, “**deidentified information**”, “**personal information**”, “**processing**”, “**sell**”, and “**service provider**” shall have the same meaning as in the CCPA.
2. The parties agree to comply with prevailing law as it pertains to personal data, including, without limitation and as may be applicable, the CCPA.
3. Client and Vendor agree that Client is the business as to the processing of personal information relating to the Services, and that Client is appointing Vendor as a service provider to process personal information on behalf of Client.
4. Client discloses personal data (which, for purposes of this Section 3, shall include all categories of information listed in definition of “**Personal Information**” under the CCPA) to Vendor solely (i) for a valid business purpose and (ii) for Vendor to perform the Service.
5. Vendor further agrees and warrants:
 - a. that it is a “**Service Provider**” as defined in Section 1798.140(v) of the CCPA;
 - b. to process personal information only on Client’s instructions and any other business purpose or operational purpose permissible under the CCPA of a Service Provider that does not cause Vendor to lose its service provider status, and in compliance with the CCPA;
 - c. that it shall not, except as otherwise permitted by law or in the CCPA:
 - i. sell the personal information, or
 - ii. retain, use, or disclose the personal information for any purpose other than for the business purpose, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Services; and
 - iii. retain, use or disclose personal data outside of the direct business relationship between Vendor and Client and this Agreement.
 - d. that it understands the prohibitions that are outlined in this Data Processing Addendum and shall comply therewith;
 - e. that it shall work in good faith to cooperate and assist Client with written requests from Client to comply with its obligations under the CCPA to respond to a consumer request relating to personal information that Vendor may be processing on Customer’s behalf;
 - f. that it shall promptly (and in any event within forty-eight (48) hours) notify Client about any actual or suspected breach, unauthorized access, misappropriation, loss, damage or other compromise of

- the security, confidentiality, or integrity of personal information processed by Vendor or a subprocessor (“Security Breach”);
- g. that upon discovery of any Security Breach, it shall promptly take reasonable steps to mitigate the harm to consumers and prevent any further Security Breach and provide Client with full and prompt cooperation and assistance in relation to any notifications required as a result of the Security Breach; and
 - h. that, when feasible, it shall refer to Client any consumer request Vendor receives directly from a consumer concerning the Services, including requests to access or delete personal information.
6. Vendor shall implement and maintain appropriate data security measures, including, at a minimum, commercially reasonable technical, administrative, and organizational measures.
 7. Subject to the terms set forth in the MSA, this DPA and the CCPA, Client acknowledges and agrees that Vendor may use Vendor affiliates and other subprocessors to process personal information to provide the Services on its behalf, provided that any such subprocessor is subject to a written agreement which imposes substantially the same, and in any case no less onerous, obligations on that subprocessor as are imposed on the Vendor under this DPA. Vendor shall remain fully responsible and liable to Client for any subprocessors’ processing of personal information.
 8. The CCPA remains subject to amendment and regulations that have not yet been promulgated, and other states and the United States Congress are considering similar laws (all of the foregoing, "New Privacy Laws"). Each party agrees and warrants it will work together in good faith with the other party to amend this DPA to address compliance with New Privacy Laws.