VISITOR QUEUE INC. DATA PROTECTION AGREEMENT

1.1   **Employees and Subprocessors.** Visitor Queue will ensure that its employees and Subprocessors who have access to Personal Data or Confidential Information: (i) are appropriately qualified to perform their duties; and, (ii) are obligated to protect Personal Data and Confidential Information in accordance with the requirements of the Agreement and this DPA during the term of their employment or retention. Visitor Queue will enter into an agreement with any Subprocessor that is at least as comprehensive as this DPA.

1.2   **Data Privacy and Information Security Program.** Visitor Queue will encrypt Personal Data using industry standard encryption tools, whether in transit or at rest. Visitor Queue will safeguard the security and confidentiality of all encryption keys associated with encrypted Personal Data. Both Client and Visitor Queue shall maintain appropriate technical and organizational measures to protect the Personal Data from a Data Security Breach. This includes, but is not limited to ongoing security vulnerability testing and regular security audits of its products and hosting environment to ensure continued compliance with its strict security standards. If Visitor Queue disposes of any paper, electronic or other record or media containing Personal Data, Visitor Queue will do so by taking all reasonable steps to destroy the information by (i) shredding; (ii) permanently erasing and deleting; (iii) degaussing; or (iv) otherwise modifying the Personal Data in such records to make it unreadable, un-reconstructable and indecipherable.

1.3   **Data Security Breach.** Visitor Queue will notify Client in writing without undue delay whenever Visitor Queue reasonably believes that there has been a Data Security Breach, whether involving Visitor Queue's facilities, systems or equipment or those of a third party subcontractor, and will provide information regarding the nature and scope of the Data Security Breach, its actual or potential cause, and the measures being taken by Visitor Queue to investigate, correct or mitigate the breach and prevent future breaches.   Visitor Queue will not, and will cause third party subcontractors not to, move or alter files on the affected system or equipment, conduct a forensic analysis, or take any other steps that would knowingly hinder a full investigation of the Data Security Breach. Visitor Queue will not notify any individual or any third party other than law enforcement of a Data Security Breach except as directed by Client or as required by law. Within 30 days of identifying or being informed of the Data Security Breach, Visitor Queue will develop and execute a plan that reduces the likelihood of a recurrence of a Data Security Breach.

1.4   **Requests of Data Subjects.** Upon receipt of any request by a Data Subject to access, modify, correct or delete Personal Data, Visitor Queue will notify Client immediately and will not respond or otherwise communicate directly with any such individual, except as directed by Client. In the event of any request for deletion, Visitor Queue may instead pseudonymize such data in order to detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities. Where Client has received a request by a Data Subject to access, modify, correct or delete Personal Data, Client will notify Visitor Queue immediately, and communicate with any such individual. Both parties agree to cooperate with all requests, and where one party is bound to modify, correct, or delete Personal Data, so shall the other do so. For example, if a Data Subject lawfully requests the deletion of his or her Personal Data to the Client, the Client shall inform Visitor Queue of said request, and both parties delete the Personal Data in question.

1.5   **Requests of Law Enforcement Authorities.** Both parties to this agreement will notify each other as soon as practicable (but no later than one business day from receipt) of any request made by any governmental, law enforcement or regulatory agency for information concerning, or access to, Personal Data, unless prohibited by law. If notification is made by phone or email, either party will confirm such notice in writing. Prior to responding to any such requests, both parties will comply with all reasonable directions of Client regarding the response.

1.6   **Requests in Legal Proceedings.** If Visitor Queue is requested or required to disclose any Personal Data to a third party, Visitor Queue will notify Client of any such anticipated disclosure (except to the extent prohibited by law). Visitor Queue will not disclose the Personal Data to the third party without providing Client at least 48 hours, following such notice, so that Client may, at its own expense, exercise such rights as it may have under law to prevent or limit such disclosure.

1.7   **Return or Destruction of Documents.** Upon termination or expiration of the Agreement, or as requested in writing by Client at any time, Visitor Queue will, (i) return promptly all Personal Data; or (ii) destroy all documents, materials, and other media that may contain Personal Data, without retaining any portion or copy thereof. Notwithstanding, Visitor Queue will retain the right to use all data in an anonymized or aggregated format.

1.8   **Further Assistance.** At Client's expense, Visitor Queue will execute and deliver such documents and take such further actions reasonably requested by Client to comply with notification to a data protection authority or other

obligations applicable to Client or its Affiliates under Applicable Data Protection Laws. Note, the Client is responsible for complying with all Applicable Data Protection Laws.

1.9   **Location for Storage and Processing.**   Visitor Queue and its Subprocessors may store and Process Confidential Information and Personal Data in the EU and in any jurisdiction that has received an adequacy decision by the European Commission. To the extent that Visitor Queue and its Subprocessors Process Personal Data in the United States or any other jurisdiction that has not received an adequacy decision by the European Commission, Visitor Queue will sign "EU Model Clauses" with that Subprocessor. Upon demand, Client will be supplied a list of subprocessors.

ARTICLE 2—AUDITS AND REGULATOR INVESTIGATIONS.

2.1   **Audits.** Visitor Queue, its auditors and designated audit representatives, will have the right (but not the obligation) to audit Client's operations for compliance with this DPA and all applicable laws. Client will provide reasonable notice to Client of Visitor Queue' intent to audit Client, and Client will provide all necessary information to carry out a comprehensive review of its Personal Data practices.

2.2   **Regulator Investigations.** If and to the extent that any regulatory investigation relates to Personal Data handled by Visitor Queue on behalf of Client, Visitor Queue will reasonably assist Client to comply with the regulatory process as required. Such assistance will be at Client's sole expense.

Indemnification and Liability. Use of our Site and services is at the Client's own risk. In no event will Visitor Queue, or any third party, be liable for any indirect, incidental, consequential or special damages in connection with these terms, whether or not such damages were foreseeable and even if we were advised that such damages were likely or possible.

In no event will Visitor Queue's aggregate liability to Client for any and all claims arising in connection with these terms exceed $100.00 CDN. Client acknowledges that this limitation of liability is an essential term between both parties relating to the provision of the site, and the service, and Visitor Queue would not enter into this DPA without this limitation.

2.3   **Privacy Notice and Consent.** In connection with the Agreement, or Services provided pursuant to it, Visitor Queue may provide Personal Data, such as name, and contact information, relating to its personnel ("Visitor Queue Personal Information") to Client. Visitor Queue Personal Information may be transferred to, stored, accessed or otherwise Processed in countries that have privacy and data protection laws that differ from, or are not as stringent as, those where Visitor Queue Personal Information originates. Client will Process Contractor Personal Information: (i) in connection with the services provided under this Agreement; (ii) to administer and enforce this Agreement; and (iii) for other actual or potential legal and business transactions involving the Parties. By executing and delivering this Agreement, Visitor Queue represents and warrants that it has the right to provide Visitor Queue Personal Information to Client for Processing as described in this paragraph.

2.1   **Incident Response Plan.** If Client has not already, the client will immediately appoint a data protection officer, and within 6 months of signing, develop an incident response plan or a disaster recovery plan. Client will, within 48 hours, supply to Visitor Queue either plan upon request.

2.2   **Processor and Controller.** For the purposes of this Agreement, Client will be deemed the Controller, and Visitor Queue will be deemed the Processor for the Controller.

2.3   **General Data Protection Regulation and the California Consumer Privacy Act.** To the extent the EU General Data Protection Regulation ("GDPR") applies to the Processing of Personal Data under the Agreement, Visitor Queue is the Data Processor and Client is the Data Controller, as such terms are defined in the GDPR. To the extent the California Consumer Privacy Act ("CCPA") applies to the Processing of Personal Data under the Agreement, the Parties acknowledge and agree that Visitor Queue is a "Service Provider" within the meaning of section §1798.140(v) of the CCPA. The Client and Visitor Queue acknowledge and agree that Visitor Queue will not (i) sell Personal Data received pursuant to the Agreement; (ii) Process such Personal Data other than for the specific business purposes contemplated by the Agreement or Visitor Queue' Privacy Policy; nor (iii) Process such Personal Data outside the context of the direct business relationship between the Client and Visitor Queue. Client and Visitor Queue each certifies to having understood the restrictions in this paragraph and agrees to comply with the same.

2.4   **Conflict; Survival.** In the event of a conflict or inconsistency between this DPA and any other portion of the Agreement, this DPA will govern. For the avoidance of doubt, this DPA governs the treatment of Personal Data notwithstanding that it may be considered Confidential or proprietary information that is subject to other obligations regarding confidentiality and use under the Agreement.

2.5   **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the London Ontario Court shall have jurisdiction to determine any matters

arising hereunder, except to the extent, if any, expressly provided to the contrary herein, and the parties hereby attorn to the jurisdiction of the Courts of Ontario. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.