

SCINTILLA ADDENDUM (CAN)

THIS SCINTILLA ADDENDUM (“RETAIL ADDENDUM”) SUPPLEMENTS THE WALMART DATA VENTURES GLOBAL TERMS & CONDITIONS LOCATED AT WWW.WALMARTDATAVENTURES.COM/TERMS (“TERMS & CONDITIONS”) AND SETS OUT THE TERMS SPECIFIC TO THE SCINTILLA OFFERING. YOU INDICATE YOUR AGREEMENT TO THIS RETAIL ADDENDUM EITHER BY CLICK-THROUGH ACCEPTANCE, EXECUTING AN ORDER FORM OR SOW THAT REFERENCES IT OR UPON YOUR USAGE OF THE OFFERINGS. IF YOU ARE ACCEPTING THIS RETAIL ADDENDUM ON BEHALF OF CLIENT, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS RETAIL ADDENDUM. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS RETAIL ADDENDUM, YOU MUST NOT ACCEPT THEM AND YOUR ORGANIZATION MAY NOT USE THE OFFERINGS.

1. DEFINITIONS

- 1.1. Capitalized terms and phrases used herein and not otherwise defined in this Section will have the meaning given to them in the Terms & Conditions.
- 1.2. “**Offering**” means the subscription to the Scintilla Platform and any related professional services provided under this Retail Addendum.
- 1.3. “**Deliverables**” means Surveys and Responses, together with any other output, aggregated results or reports generated or created by Walmart for Client under the Agreements as part of the Offering.
- 1.4. “**Responses**” means all responses, data, Transcripts, and content collected through the Surveys.
- 1.5. “**Subscription Term**” means the period during which Client is authorized to access and use the Offering, as specified in the applicable Order Form, including any renewals.
- 1.6. “**Surveys**” means survey instruments, questionnaires, prompts, logic, and configurations created through the Scintilla Platform or Walmart’s research Services.
- 1.7. “**Transcripts**” means text transcriptions of Video Responses, excluding any audiovisual elements or embedded metadata of the Video Responses.
- 1.8. “**Update**” means any enhancements, modifications, error corrections, bug fixes, new releases, or other updates that are made to the Offering.
- 1.9. “**Upgrade**” means any added, new or changed functionalities, such as a new module, as indicated by Walmart.
- 1.10. “**Video Responses**” means Responses in audiovisual format that contain or may contain personally identifiable information (PII).
- 1.11. “**Walmart**” means Wal-Mart Canada Corp.

2. SCINTILLA PLATFORM

- 2.1. **Access & Accounts.** Access to the Scintilla Platform requires a Client administrative account provisioned by Walmart and individual Authorized User accounts; Walmart may provision Authorized User accounts or permit Client to do so. Access to the user accounts are controlled by unique Access Credentials and requires multi-factor authentication. Client shall use commercially reasonable efforts to ensure that Authorized Users: (a) maintain the confidentiality of their credentials, do not share accounts, and access only accounts for which they are authorized; and (b) comply with the terms of all applicable Agreements. Client is responsible for all acts and omissions of its Authorized Users conducted through their accounts, including any data stored or transmitted in relation to the Offering. Walmart may suspend or terminate accounts that are inactive for at least three (3) months and has no obligation to verify the identity or authority of any person accessing the Offering through an Authorized User account.
- 2.2. **Territory.** Client’s rights to access and use the Offering are worldwide, provided that any access or use outside Canada must comply with all applicable laws; Client is solely responsible for such compliance. Client agrees not to export, re-export, transfer, or resell the Offering in any country subject to an embargo or other sanction by Canada. Client may permit Authorized Users to access the Canadian version of the Offering from outside Canada and may share data from the Canadian version with Affiliates or Authorized Users in another country, provided that Client or its Affiliate maintains an active subscription to the Offering for the country or market where the data will be accessed or used. All such access and data sharing remain subject to the Agreements.
- 2.3. **Uptime.** Walmart intends to provide at least ninety-eight percent (98%) Scintilla Platform uptime, in any given month between 9:00am and 5:00 pm CST, Monday to Friday (excluding bank holidays) during the Subscription Term. The following shall be excluded from uptime calculation: (i) a force majeure event; (ii) outages due to scheduled downtime; (iii) outages due to Client network issues or domain name server issues; (iv) Client’s configuration, scripting, coding drafted by Client without Walmart’s authorization or knowledge; (v) internet outages; (vi) outages requested by Client; (vii) Client changes to its environment which hinder Offering operation; (viii) outages to remedy a security vulnerability or as required by law; (ix) inability for Client to log in to Offering service because of dependence on non-Walmart provided services or components; (x) errors in the HTML coding in, or any other aspect of, the electronic files provided by Client; (xi) unauthorized use or misuse by Authorized Users; and (xii) any hinderance beyond Walmart’s reasonable control. Walmart shall use commercially reasonable methods to limit any scheduled downtime so that disruption to Client’s business is minimized.
- 2.4. **Maintenance & Support.** Walmart will provide standard maintenance and support for the Offering, including Updates, at no additional charge to Client. Walmart will provide a telephone help line between the hours of 9:00am and 5:00pm CST, Monday to Friday (excluding bank holidays) to answer Client’s reasonable queries in relation to the Offering, but this does not extend to training. Updates will, wherever reasonably possible, take place outside the hours of 9:00am and 5:00pm CST. Upon receipt of Client’s request, Walmart or its subcontractors will provide Client and its Authorized Users with remote support, at no additional cost, to answer questions and provide instruction related to Client Group’s initial onboarding. Walmart will use commercially reasonable efforts to respond to a support request under this section within five (5) business days.
- 2.5. **Training.** As part of the Offering, Client and Authorized Users will have unlimited access to online training materials provided by Walmart and its subcontractors regarding how to access and use the Scintilla Platform modules.
- 2.6. **Technical Requirements.** Client is responsible for procuring all necessary computer hardware, software, modems, connections to the Internet and other items required for the access and use of the Offering. Client will follow all reasonable instructions – including Documentation – provided by or on behalf of Walmart from time to time with regards to the use of the Offering, and related data feeds and data APIs. The minimum technical requirements for access and use of the Offering are as follows and may be updated from time-to-time by Walmart with reasonable notice to Client:
 - 2.6.1. **Supported Browsers & Devices.** Walmart shall support the current and immediately preceding major production releases of the following web browsers: Google Chrome, Microsoft Edge, Mozilla Firefox, and Safari. Support applies only to stable, production versions officially released by the applicable browser provider. Beta, preview, pre-release, and deprecated versions are not supported. Walmart may discontinue support for any browser version that is no longer supported by its provider. The Offering is designed for access via modern desktop and laptop devices operating on currently

supported versions of Microsoft Windows and macOS. While the Offering may be accessible via tablet or mobile devices, unless expressly stated in an applicable Order Form, full functionality is supported only on desktop-class devices. Walmart does not guarantee compatibility with (a) rooted or jailbroken devices; (b) devices running unsupported or end-of-life operating systems; or (c) devices that do not meet minimum hardware, memory, or system requirements necessary for standard operation of supported browsers.

2.6.2. Preferred Screen Resolution. The Offering is optimized for devices with a minimum screen resolution of 1280x800 and with JavaScript and cookies enabled. Resolutions below this minimum requirement may inhibit usability or proper display.

2.7. Changes. During the Subscription Term, Walmart may make available Updates or Upgrades to the Offering, or may change or update the Offering's infrastructure (including compute, storage, security, configurations, or hosting mechanisms) to maintain or improve performance, address issues, reflect technological or industry changes, or comply with applicable law or regulation. Walmart shall endeavor to provide reasonable notice of such Updates or Upgrades. If any such change materially and adversely affects Client's use of the Offering, the Parties will work in good faith to promptly identify a commercially reasonable solution. To the extent Client wishes to purchase an Upgrade, a new Order Form will be required and additional fees will apply.

2.8. Suspension. Without limitation of any remedy otherwise available to Walmart and without Walmart incurring any resulting obligation or liability, Walmart may suspend Client Group's use of all or any portion of the Offering: (a) in order for Walmart to comply with rules, laws and government regulations applicable to Walmart or the Walmart Privacy Notices; (b) if Walmart knows or has reason to believe that a member of Client Group has failed to comply with the terms of the Agreements; (c) to protect the integrity and operation of the Offering and of Walmart's or any third party's network or systems; or (d) if there is a security risk to Walmart or its clients, suppliers, vendors or Affiliates.

2.9. Warranty. Walmart warrants that the Offering shall perform materially in accordance with the applicable Documentation and that any related support services will be provided in a professional and workmanlike manner. Walmart further warrants it will use commercially reasonable efforts to prevent the introduction of malicious code into the Scintilla Platform. Client's exclusive remedies for breach of the foregoing warranties are repair, replacement, re-performance, or, if Walmart is unable to cure within a reasonable time, a pro-rata refund of prepaid, unused fees for the affected portion of the Subscription Term. Except for the express warranties in the Terms & Conditions and this Retail Addendum, the Offering and related services are provided "as is," and Walmart disclaims all other warranties to the maximum extent permitted by law. If it is established that Walmart has breached the above warranty, Walmart may, at its option, (i) use reasonable efforts to cure the defect in the Offering; (ii) replace the Offering with Offering that materially conforms to the specifications in the Documentation; (iii) in the event Walmart cannot, after commercially practicable attempts to do so, achieve the remedies in (i) or (ii), Walmart may terminate the subscription to the Offering and provide a refund of pre-paid, unused fees calculated against the remainder of the Subscription Term as of the effective date of such termination. Client must report the alleged breach of warranty with reasonable specificity in writing within thirty (30) days of its occurrence to benefit from this warranty and the remedies stated herein. The above warranty remedies are Walmart's sole obligation and Client's sole and exclusive remedy for breach of the above warranty.

3. PROFESSIONAL SERVICES

3.1. As part of the Offering, professional Services, such as consulting or research Services, may be available for an additional fee. Such fee and terms related to the Services shall be memorialized in a SOW signed by both parties.

3.2. Research Services. Client may elect to use the research Services as part of the Offering for an additional fee. Such Services will be set forth in a mutually agreed upon SOW that describes the project, any Deliverables, fees, estimated timelines, and other applicable terms. Each SOW is governed by and incorporated into this Retail Addendum. Unless expressly stated, research Services exclude custom software development and do not modify the Offering. Any changes to a SOW or the research Services must be agreed to in writing by both parties. Walmart is not required to perform revised or additional services absent such agreement. Unless otherwise specified, Walmart will invoice Client upon completion. Fees will be deducted from Client's Customer Perception prepayment unless otherwise agreed, and will apply toward Client's minimum commitment. Walmart warrants the research Services will be performed in a professional manner and Deliverables will materially conform to the applicable SOW. Client's sole remedy is re-performance of nonconforming research Services if Walmart is notified in writing within thirty (30) days of delivery. All other warranties are disclaimed, and the research Services are subject to the Agreements' limitations of liability and indemnities.

4. INTELLECTUAL PROPERTY

4.1. This Section governs ownership and licensing of intellectual property and content resulting from Client's use of the Offering, and more particularly the surveys created through the Scintilla Platform and the research Services.

4.2. Ownership of Deliverables. Subject to the licenses below, payment of fees, and delivery of Deliverables to Client for the applicable SOW, Walmart hereby assigns to Client all right, title, and interest in the Deliverables including Surveys and Responses (not including Video Responses) created for or by Client. Walmart retains all right, title, and interest in and to the Walmart Background IP and any derivatives or improvements thereof, including those resulting from Walmart's processing or analysis of Deliverables. The parties will process Video Responses in accordance with applicable privacy laws and the Personal Data Sharing Addendum in Exhibit A. Third Party Products included in Deliverables are licensed to Client under the applicable third party terms, which will govern. Open source software, if any, is provided under its applicable licenses. Client's rights in such materials are limited to those expressly granted by the applicable licensor(s). No assignment will be implied by customization, configuration, or use of these items, and Walmart and its licensors retain all right, title, and interest therein.

4.3. Licenses.

4.3.1. License to Walmart. Client grants Walmart a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, fully paid, royalty-free license to use, reproduce, adapt, modify, analyze, process, translate, create derivatives of, perform, display, disclose, distribute and commercialize the Deliverables, in any form or medium, for the purpose of: (a) providing, operating, maintaining, supporting, and securing the Offering; (b) improving and enhancing the Offering and Walmart Background IP, including developing new features and services; (c) creating de-identified, anonymized, or aggregated data sets, insights, metrics, and analytics; and (d) training, tuning, and evaluating models, algorithms, and systems. Walmart will not disclose Client's confidential information in identifiable form to third parties except as permitted under this Agreement or required by law. Walmart may freely use and disclose Deliverables in de-identified and/or aggregated form that does not reasonably identify Client Group. To the extent Deliverables contain Survey participants' PII, such information remains as Walmart IPR and subject to the restrictions

contained in the Agreements. If any Client Materials includes third-party materials, Client is responsible for securing all necessary rights to permit Walmart to exercise the licenses granted in this Section with respect to such materials.

4.3.2. License to Client. Walmart grants Client a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, royalty-free license to access and use the Offering, Documentation, and Video Responses solely for Client's internal business purposes and subject to: (a) compliance with all applicable laws and consents; (b) prohibitions on removal, alteration, or obscuring of notices or watermarks; and (c) restrictions in this Agreement on exporting, redistributing, publicly performing, or otherwise making Video Responses available to third parties, except as expressly permitted in writing by Walmart or as required by law. Nothing in this section limits Client's ownership of the Transcripts, and Client may create, use, and retain Transcripts, subject to the Agreements and applicable law.

4.4. External Use; Attribution. If Client publishes, shares externally, or otherwise uses any of the Deliverables outside of Client's organization, Client is not required to provide attribution to Walmart. However, if Client wishes to attribute the Deliverables to Walmart, Client must provide Walmart with a copy of the proposed external use in advance and obtain Walmart's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Client must not misrepresent Walmart's role or the scope or methodology of the research and must comply with any reasonable brand or usage guidelines Walmart provides in writing. For clarity, Video Responses may not be published, shared externally, or otherwise used outside of Client's organization under any circumstances without Walmart's prior written consent, which Walmart may grant or withhold in its sole discretion.

4.5. Reservation of Rights. No rights or licenses are granted by either party except as expressly set forth in this Agreement. As between the parties, Walmart owns all intellectual property rights in Walmart Background IP, and Client owns all intellectual property rights in the Deliverables as stated above. Client acknowledges that Deliverables may incorporate, depend on, or be generated by Walmart Background IP, which are licensed, not sold.

4.6. Insights. For the avoidance of doubt, nothing in this Retail Addendum precludes Client from developing any strategic insights, reports, or data analysis based on or derived from Walmart Data solely for Client to obtain the benefit of the Offering as described in the applicable Order Form (e.g. to improve the Client's strategy, marketing, sales, product design, supply chain, etc.) (the foregoing, "Insights") to the extent that: (a) those Insights do not constitute or include Personal Data; (b) any Walmart Data used in generating such Insights have been compiled or combined with additional data sources such that any underlying Walmart Data cannot be derived, identified or recreated (e.g., those Insights would not allow a person to determine the total amount of Client revenues generated with Walmart and Walmart's affiliates from the retail sales of Client's products and services); and (c) such Insights do not enable third parties to obtain the benefit of the Offering.

4.7. Survival. This Section shall survive termination or expiration of the Order Form or SOW.

5. RESTRICTIONS

5.1 Client Group and its Authorized Users will not: (a) use the Offering (or any ideas, algorithms, procedures, workflows or hierarchies related to the Offering) for the purpose of developing or providing a product or service similar the Offering; (b) contact Walmart customers in relation to the Offering except as reasonably necessary; (c) modify, adapt or create derivative works of the Offering; (d) download, store, copy, combine or export the Offering (or any portion thereof) to any external or public database, external or public artificial intelligence model or other external or public software (but the Client may download Walmart Data and host such Walmart Data in the Client's internal database(s) subject to the other terms and conditions of this Retail Addendum), (e) reverse engineer or otherwise attempt to derive the source code of the Offering; (f) make available through the Offering any virus, worm, trap door, or other malicious code; (g) remove any legal notice from the Offering; (h) disrupt the operation and availability of the Offering; (i) re-configure, aggregate, disaggregate, or reuse Walmart Data except as provided for in this Retail Addendum; (j) provide Walmart Data to Walmart's competitors; (k) use the Offering to share competitively sensitive information or Insights with any competitor or potential competitor, reach agreements with another supplier, competitor or potential competitor in contravention of antitrust laws or otherwise use the Offering in a manner that would contravene antitrust laws; (l) re-configure, identify, de-identify, aggregate, disaggregate, or reuse Walmart Data, re-identify or attempt to re-identify any Walmart Data provided by Walmart in connection with this Agreement, or otherwise attempt to determine Personal Data from the Walmart Data; (m) use the Offering to collect, request or obtain from customers or collect or store any Personal Data (as defined in Exhibit A) that is considered "sensitive" under Applicable Data Protection Law (as defined in Exhibit A) or other Personal Data subject to Applicable Data Protection Law requiring specific or heightened notice, disclosure, consent, opt-in or other requirements; (n) use or disclose Walmart Personal Data (including any images, videos, or other recordings) for advertisements or endorsements without Walmart's express written consent; (o) use any Walmart Data provided by Walmart in connection with this Agreement, without ensuring that such data cannot be associated with an individual; or (p) use Personal Data obtained through the Offering for purposes other than the specific purpose for which such Personal Data is provided (as specified in the Order Form or on the Portal). Without limiting the foregoing, the Client Group may not share, disclose, communicate or use the Offering (or any portion thereof) with or for the benefit of any third party unless the third party is part of the Client Group, and the employees of such third party (who are part of the Client Group) being granted access to the Offering are Authorized Users.

5.2 Data Aggregation Client may aggregate Walmart Data across its own privately held brands for internal reporting and business planning purposes. Client may not aggregate Walmart Data across categories in a manner that would create a more complete view of Walmart's overall portfolio. Client may combine Walmart Data with other internal or third-party data solely for internal reporting and business planning, provided that category-level data from Shopper Behavior may not be aggregated across multiple categories. All aggregation must comply with the Agreements and may not be used to create external reports, benchmarks, or competitive insights.

5.3 Artificial Intelligence. Client may use artificial intelligence ("AI") solely for Client's internal business purposes and only within a secure, Private Environment controlled by Client or on Client's behalf by an approved third-party service provider. "Private Environment" means an environment that: (a) is not publicly accessible; (b) is access-restricted to Client's authorized personnel and contractors who are bound by written confidentiality obligations; (c) does not permit the Offering, or any output derived from the Offering, to be used to train, fine-tune, or improve any third-party AI models, or create a competing product; and (d) maintains administrative, technical, and physical safeguards consistent with industry-standard security practices. Client is solely responsible for its use of AI tools in connection with the Offering and shall ensure such use complies with applicable law, the Agreements, and Documentation.

6. FEES, RENEWAL & TERMINATION

6.1 Fees. The fees for the Offering are set forth in the relevant Order Form or SOW. Walmart will invoice the fees on a monthly, quarterly, or annual basis as indicated in the relevant Agreements, and Client shall pay such invoice in Canadian Dollars. Invoicing frequency may be changed in writing by mutual agreement of the parties and, for clarity, mutual agreement by email with suffice.

6.2 Late Payments. If Client has failed to make payment when due, (i) late payments may be subject to interest, from the initial due date until payment is received in full, at the rate of 1.5% per month or the maximum rate allowed by applicable law, whichever is higher; and (ii) may lead to (in Walmart's discretion)

suspension of the Client's use of all or any portion of the Offering.

6.3. Taxes. Client agrees to pay applicable taxes (including sales and use taxes, excise taxes, value-added taxes, and similar transaction taxes, but not taxes imposed on net income), regulatory fees, duties and levies (collectively, "Taxes") related to the Offering. Walmart agrees to invoice for the applicable Taxes, and such Taxes will be separately stated on the invoices. Client will pay amounts due under the relevant Agreements without deduction or withholding on account of any such Taxes. The parties agree to cooperate in good faith with reasonable requests to assist in responding to inquiries by tax authorities. Notwithstanding the foregoing, if one of the Agreements sets forth an additional Taxes clause, such terms will prevail in the event of any inconsistency between this Retail Addendum and the applicable Agreements.

7. LEGAL

7.1. Governing Law. This Retail Addendum is governed exclusively by the laws of the Province of Ontario, without regard to conflicts of law principles. Walmart will make the Offering available in accordance with this Retail Addendum and applicable law, without regard to the Client Group's or any Authorized User's obligations or intended use.

7.2. Jury Trial Waiver. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION, CLAIM, OR DISPUTE ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS RETAIL ADDENDUM AND THE AGREEMENTS CONTEMPLATED HEREBY.

7.3. Data Privacy. This Retail Addendum hereby incorporates by reference the Walmart Data Ventures Personal Data Sharing Addendum ("Data Sharing Addendum") attached hereto as Exhibit A, which Walmart may update from time to time. In the event of a conflict between this Retail Addendum and the Data Sharing Addendum, the Data Sharing Addendum will control solely to the extent that the Data Sharing Addendum does not expand Client's rights with respect to the use of or access to the Offering. The parties will process Personal Data, including in Responses, Video Responses and Transcripts, in compliance with Applicable Data Protection Law and the parties' data protection terms. Walmart may de-identify, anonymize, or aggregate Responses (including Transcripts) for the purposes described above, and Walmart will not attempt to re-identify any such data except as necessary to provide the Services or as required by law. Client is responsible for obtaining and honoring any required notices and consents from respondents for collection and processing of Responses, including Video Responses and Transcripts, via the Services or research engagements.

7.4. Compliance with Laws. All data transfers must comply with applicable laws, regulations, and Industry Standards, including Applicable Data Protection Law. Client shall not use or permit use of Walmart Data in violation of antitrust or competition laws, including to collude, coordinate, or share competitively sensitive information with competitors. Client shall not disclose Walmart Data to any competitor or use it to restrict competition and shall promptly notify Walmart of any actual or suspected breach of this section.

EXHIBIT A
WALMART DATA VENTURES PERSONAL DATA SHARING ADDENDUM

This Walmart Data Ventures Personal Data Sharing Addendum (the “**Data Sharing Addendum**”) is made by and between Walmart Canada Corp., a Nova Scotia corporation (“**Walmart**”) having its principal place of business at 1940 Argentia Road, Mississauga, Ontario L5N 1PN and the Client indicated in the relevant Agreements (“**Client**”) (each, a “**Party**”).

WHEREAS, Walmart and Client have entered into the relevant Agreements that may permit or provide for each Party to receive and Process Personal Data of the other Party;

WHEREAS, Applicable Data Protection Law may require that Walmart and Client enter into a written agreement containing terms and conditions for Processing Personal Data; and

WHEREAS, this Data Sharing Addendum sets out terms, requirements, and conditions on which each Party will Process the Personal Data of the other Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **DEFINITIONS.** The following definitions and rules of interpretation apply in this Data Sharing Addendum. Capitalized terms used and not defined in this Data Sharing Addendum have the respective meanings assigned to them in the Agreements. To the extent that a definition below conflicts with a definition in the Agreements, the definition in this Amendment shall apply.

“**Applicable Data Protection Law**” means applicable federal and provincial/territorial privacy laws, which may include, as applicable, the Personal Information Protection and Electronic Documents Act (Canada), the Personal Information Protection Act (British Columbia), the Personal Information Protection Act (Alberta) the Act respecting the protection of personal information in the private sector (Quebec) and An Act to Promote the Efficiency and Adaptability of the Canadian Economy by Regulating Certain Activities that Discourage Reliance on Electronic Means of Carrying out Commercial Activities, and to Amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada) (“**CASL**”), in each case as amended, supplemented, modified or replaced from time to time or which may come into force in the future governing the collection, use, disclosure and protection of Personal Data or artificial intelligence, including where applicable, statutes, regulations, decisions, guidelines, guidance notes, codes of practice, codes of conduct and data protection certification mechanisms issued from time to time by courts, any Canadian Governmental Authority and any other applicable authority.

“**Data Incident**” means any actual, suspected, unlawful or accidental access to, loss, use, disclosure, modification, destruction, theft, acquisition, communication, or unauthorized access to, or other Processing of any Walmart Personal Data.

“**Verified Service Provider**” means a third party service provider that has entered into a Service Provider Access Agreement with Walmart and Client regarding access to and use of the Services.

“**Service Provider Access Agreement**” mean an agreement between Walmart, Client and a third party service provider under which Walmart and Client have approved the third party service provider to access and Process the Walmart Data (including any Walmart Personal Data) on behalf of Client.

“**De-identified Data**” means data that is aggregated, de-identified and/or anonymized so that it cannot identify, relate to, describe, be capable of being associated with, or be linked, directly or indirectly, to a particular individual.

“**Personal Data**” means information that alone or in combination with other information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with individuals, that is transferred to or otherwise shared with a Party in connection with the Order Form(s) and Offering, and any information relating to an identified or identifiable individual derived or otherwise created by a Party in connection therewith. Personal Data includes “sensitive personal information,” “sensitive personal data,” and similar terms as defined by Applicable Data Protection Law. In the case of Walmart: (a) Personal Data includes any Personal Data that is included in the Walmart Data, such as information about Walmart buyers or, any audio visual information that may be included in the Services; and (b) Personal Information as defined in Applicable Data Protection Law and referenced in Walmart’s Privacy Notices. In the case of Client, Personal Data shall be limited solely to Personal Data related to Authorized Users and their accounts.

“**Process**” means any operation or set of operations which is performed on Personal Data, whether by manual or automated means, such as collecting, recording, using, storing, retaining, altering, modifying, analyzing, retrieving, disclosing, disseminating, sharing (including for cross-contextual behavioral advertising), combining, reconfiguring, restricting, de-identifying, re-identifying, aggregating, deleting, disposing of, or destroying Personal Data , and similar terms as defined by Applicable Data Protection Law.. The terms “**Processed**” and “**Processing**” have a correlative meaning.

“**Usage Data**” means Service usage data collected and processed by Walmart in connection with the provision of the Services and Client’s usage of the Services, including without limitation: data used to identify the source and destination of a communication; user actions, including data accessed, input, or otherwise processed by the system; and data that can be used to optimize and maintain performance of the Services or enhance the Services; and to investigate and prevent fraud or system abuse.

“**Walmart Personal Data**” means Personal Data that the Client receives from Walmart or that is otherwise made available to the Client by Walmart.

“**Walmart Privacy Notices**” means the then-current generally available version of the Walmart privacy notice (currently available at https://www.walmartdataventures.com/content/walmartdataventures/en_us/ca/privacy-policy-canada.html/), as it may be updated from time-to-time. With respect to the foregoing, if a date and/or version is referenced, such privacy notice as of the date referenced or indicated by such version.

2. REPRESENTATIONS, WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS.

- 2.1 Limited Disclosure; Processing Only for Limited Purposes.** Each Party agrees and acknowledges that the other Party is disclosing or making available certain Personal Data solely for the receiving Party's own internal business purposes (or in the case of a Verified Service Provider, for the sole purpose of providing services to Client) and for collaboration between the Parties. If, however, pursuant to the Agreements, Client obtains the prior express written consent of Walmart, Client may use or disclose Walmart Personal Data (including any images, videos, or other recordings) for advertisements, endorsements, or other external uses. The foregoing sentence applies notwithstanding the commercial-purposes restriction set forth in [Section 2.3](#) ("Prohibitions on Use of Personal Data"), so long as such use or disclosure complies with Applicable Data Protection Law and this Data Sharing Addendum. Walmart may Process Usage Data for any purpose not prohibited by Applicable Data Protection Law.
- 2.2 Personal Data Obligations.** Each Party shall: (a) Process the Personal Data of the other Party in accordance with the requirements of Applicable Data Protection Law and consistent with this Data Sharing Addendum; and (b) promptly comply with any request or instruction of a Party requiring the other Party to provide, modify, transfer, or delete the Personal Data of the other Party (to the extent required under Applicable Data Protection Law and not subject to an applicable exception under Applicable Data Protection Law), or to stop, mitigate, or remedy any unauthorized Processing. Each Party shall provide the other Party with prompt written notice if at any time it determines it is not, or will not be, in full compliance with any requirements of this Data Sharing Addendum or Applicable Data Protection Law. Without limiting the foregoing, as applicable, each Party will comply with its privacy notice (e.g., in the case of Walmart, the applicable Walmart Privacy Notices) in connection with its performance under the Agreements.
- 2.3 Prohibitions on Use of Personal Data.** Each Party shall not: (a) Process Personal Data of the other Party for any purpose except as necessary to perform its obligations under the Agreements in accordance with Applicable Data Protection Law and this Data Sharing Addendum; or (b) otherwise Process or make the Personal Data of the other Party available to any third party (other than a Verified Service Provider) for the Party's own commercial purposes or benefit or in a way that does not comply with Applicable Data Protection Law and this Data Sharing Addendum. Unless required for the Services under an Order Form (e.g. information related to Authorized Users requested by Walmart), neither Party will provide the other Party Personal Data. Walmart will not provide or otherwise make available Personal Data to the Client Group or Authorized Users as part of the Offering, other than in connection with a Service ordered by Client under an Order Form.
- 2.4 Aggregate and De-Identified Data.** The Parties may use and disclose De-Identified Data for any purpose, subject to the restrictions set forth in the Agreements. Additionally, Walmart will have the right to create De-identified Data from Usage Data, which shall be the exclusive property of Walmart, and to use De-identified Data from Usage Data to: (a) "train" and improve the Offering (including to develop new solutions and services); (b) create and publish anonymous case studies, including industry-specific case study reports; and (c) market and promote the Offering (e.g., statistical and performance information related to the provision and operation of the Offering). The Parties will not attempt to or actually re-identify any previously De-Identified Data and will contractually prohibit downstream data recipients from attempting to or actually re-identifying such data. Further, if applicable, Client will not attempt to, or actually, identify any individuals from Personal Data composed of images, videos, or other recordings provided through the Services

- 3. BREACH NOTIFICATION AND INVESTIGATION.** Client shall notify Walmart's Emergency Operations Center: (i) by telephone at 479. 277.1001 within twenty-four (24) hours of becoming aware of any Data Incident; and (ii) in writing, within forty-eight (48) hours to its Chief Information Security Officer at WalmartInfoSec@walmart.com. The written notice described in (ii) shall summarize, in reasonable detail, (a) the nature and scope of the Data Incident (including a description of all impacted Walmart Personal Data and Walmart systems to the extent known at that time), and (b) the corrective action already taken or planned by Client. The notice shall be timely supplemented to the level of detail reasonably requested by Walmart and as required by Applicable Data Protection Law, inclusive of relevant investigative or forensic reports. Client shall promptly, at its own cost and expense, take all reasonable and necessary actions to end the Data Incident, mitigate its impact, and prevent recurrence. Client shall cooperate with Walmart in the investigation of the Data Incident and shall promptly respond to Walmart's reasonable inquiries about the Data Incident. In the event of a Data Incident, Walmart may, in its sole discretion, immediately suspend or terminate Client's access to Walmart Personal Data and Walmart systems. Client shall assist Walmart with determining whether to provide notice of the Data Incident to any person, governmental entity, the media, or other party, and preparing the content of any such notice. Walmart will make the final determination, unless otherwise required by Applicable Data Protection Law, as to: (i) whether notice will be provided and to whom; (ii) the content of the notice; and (iii) which Party will be the signatory to the notice. Unless prohibited by applicable law, Client shall promptly notify Walmart of any investigations by a governmental, regulatory, or self-regulatory body into Client's information use, privacy, or information security practices or a Data Incident, which reasonably may involve or relate to Walmart Personal Data in Client's possession, custody or control. Client shall maintain records of Data Incidents for a period of five (5) years. Client shall be responsible for reasonable costs and expenses arising from or relating to a Data Incident to the extent caused by Client's failure to comply with this Data Sharing Addendum or Applicable Data Protection Law, including reasonable investigation, remediation, notification, and any legally required mitigation measures (including at least one (1) year of credit monitoring and fraud prevention services).

- 4. ASSISTANCE.** Client shall assist Walmart in complying with its obligations under Applicable Data Protection Law, including without limitation, Walmart's obligations to: (i) respond to individuals' requests (as further detailed below); (2) implement appropriate data security measures (as further detailed in Section 2.6 of this Addendum); and (3) conduct and document privacy impact assessments, including providing information necessary to Walmart to conduct such assessments. To the extent that Applicable Data Protection Law require Walmart to comply with requests from individuals, including requests to access, delete, modify, correct, rectify, cease disseminating, de-indexing or re-indexing or restrict the Processing of their Personal Data, other data subject access rights provided under Applicable Data Protection Law, Client shall: (i) no more than thirty (30) days from Client's receipt of Walmart's written instruction, provide any assistance that Walmart reasonably deems necessary to fulfill such requests at Client's own cost and expense; (ii) promptly notify Walmart of any such requests directed to Client; and (iii) only Process Personal Data consistent with Walmart's direction regarding any access request, whether directed to Walmart or Client. Such assistance shall be delivered through appropriate technical and organizational measures, taking into account the nature of the Processing. Client shall certify, in writing, its compliance with such instructions. To the extent Client directly interacts with Walmart customers, employees, contractors, service providers, or other individuals while acting on behalf of Walmart, Client agrees to provide Walmart with any assistance Walmart reasonably deems necessary to fulfill applicable legal obligations to provide such individuals with notice of Processing activities.

5. **INFORMATION SECURITY PROGRAM.** Client agrees to establish and maintain, in writing, an information security and privacy program consistent with this Data Sharing Addendum and Applicable Data Protection Law ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical, and administrative safeguards, including any safeguards and controls agreed to by the Parties, in writing, sufficient to protect the other Party's Personal Data from unauthorized or unlawful destruction, loss, theft, damage, use, alteration, disclosure, or access.
6. **CONFLICT.** If a conflict arises between this Data Sharing Addendum and the Agreements, this Data Sharing Addendum will control with respect to the Processing of Personal Data.
7. **AUDIT.** Walmart may, in its discretion, periodically inspect and audit Client's compliance with this Data Sharing Addendum, including Client's Information Security Program. Such inspections and audits may, at Walmart's option, be conducted on-site, or through surveys and interviews by Walmart personnel or Walmart's contracted third-party assessors who are required to agree to confidentiality terms and such inspections and audits may be conducted during Client's ordinary office hours upon reasonable prior written notice by Walmart and shall be subject to Supplier's reasonable security restrictions (e.g., sign-in requirements, badge requirements, escort requirements).