

MASTERCARD EUROPE SA  
Chaussée de Tervuren, 198A,  
1410 Waterloo, Belgium

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**Mastercard Europe SA  
Data Evaluation Agreement  
with  
City of Helsinki**

MASTERCARD EUROPE SA  
Chaussée de Tervuren, 198A,  
1410 Waterloo, Belgium

HELSINKI CITY HALL  
Pohjoisesplanadi 11-13, P.O. Box 1  
FI-00099, City of Helsinki

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THIS **LICENSEE DATA EVALUATION AGREEMENT** (this "Agreement"), effective as of January 31, 2019 ("Effective Date"), is by and between Mastercard Europe SA, a Belgian public limited liability company, with Belgian enterprise number RPR 0448038446, whose registered office is at Chaussée de Tervuren, 198A, 1410 Waterloo, Belgium, trading as Mastercard Advisors ("Mastercard"), on behalf of itself and its affiliates, and City of Helsinki, with offices located at Pohjoisesplanadi 11-13, P.O. Box 1, 00099 ("Licensee") (together with Mastercard, the "Parties", and individually, a "Party").

**WHEREAS**, Mastercard is collaborating with a number of leading global cities and other corporate participants to establish a new model of public and private sector engagement ("City Possible");

**WHEREAS**, Mastercard recognizes Licensee to be a leading innovator and an increasingly important shaper of smart city developments as evidenced by the work of Forum Virium Helsinki; and

**WHEREAS**, in furtherance of the City Possible program's objectives, Mastercard wishes to demonstrate to Licensee the types of analyses, data visualizations, and insights that may be drawn from use of the Licensed Data (as such term is defined in Section 1 of this Agreement).

**NOW, THEREFORE**, the Parties agree as follows:

## 1. Evaluation Process

- A. **Licensed Data.** Mastercard shall provide to Licensee a license to the data set forth on Exhibit A ("Licensed Data"). Subject to the terms and conditions of this Agreement, Mastercard may provide the Licensed Data to Licensee with certain analytics services and data visualization tools (collectively, the "Visualization Tools"). Such visualizations would display insights (in aggregated and anonymized format) drawn from the Licensed Data, representing spending patterns across time, location, and category.

- B. License. Subject to the terms and conditions of this Agreement, Mastercard grants to Licensee, a nonexclusive, revocable and royalty-free license solely for the purpose of an internal evaluation of the Licensed Data during the Term as described in Exhibit A (“Purpose”). The Licensed Data shall only be evaluated in Europe.
- C. Non-Commercialization. Licensee shall not commercialize Licensed Data under this Agreement.
- D. Restrictions. Licensee agrees not to disassemble, decompile, modify or enhance, or in any way reverse engineer any Licensed Data, methodologies, scoring models, algorithms or other proprietary information provided to Licensee in any manner whatsoever, including but not limited to, attempting to identify any individual account holder or specifically assessing the financial performance of an individual merchant.
- E. Usage of Mastercard Licensed Data. Licensee shall not combine or commingle the Licensed Data with any other data (including, but not limited to, open source data) (“Other Data”), unless agreed to in writing in advance by Mastercard. Any written agreement related to the combination or commingling of Other Data with Licensed Data will set forth applicable terms related to the use, combination, or commingling of the Other Data with the Licensed Data for the Term and must be executed by Mastercard and Licensee. If Licensee becomes aware that any use of the Licensed Data and Other Data with the Visualization Tools enables the re-identification of individual transactions, cardholders, or merchants (“Re-Identified Data”), Licensee shall (i) provide prompt written notice of the same to Mastercard, (ii) cease use of such combined data with the Visualization Tools until the Parties have mutually agreed on additional actions to take, if any, with respect to such combined data or to the Visualization Tools, and (iii) if any Re-Identified Data was generated by the Visualization Tools, delete the Re-Identified Data in accordance with this Agreement.
- F. Feedback. During the Term, Licensee may provide Mastercard with ideas, suggestions, comments, other information or feedback related to the Visualization Tools or other Mastercard products, services, solutions or technologies provided under this Agreement (collectively, “Feedback”). Licensee grants Mastercard a perpetual license to use such Feedback for any purpose, without any obligation to Licensee.

## 2. Term

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The Agreement shall begin on the Effective Date and continue in full force and effect until March 31, 2019, unless terminated earlier pursuant to Section 3 of this Agreement (the “Term”).

## 3. Termination

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Mastercard may terminate this Agreement upon thirty (30) days prior written notice to Licensee for any reason or no reason. Either Party may terminate this Agreement: (i) upon written notice to the other Party in the event that such other Party has materially breached an obligation, term, representation or warranty and fails to cure the breach within thirty (30) business days of receiving written notice of the breach from the non-breaching Party; or (ii) the date on which proceedings are instituted against a Party seeking relief under any bankruptcy, insolvency or similar law. At the end of the Term, Licensee shall have no further rights to the Licensed Data.

## 4. Effect of Termination

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Upon any termination of this Agreement, the Licensee shall (i) discontinue all access to and use of any Licensed Data; and (ii) return to Mastercard, or destroy (at Mastercard’s option), all copies of the Licensed Data (and any works created during the Term incorporating the Licensed Data), in its possession, custody or control, and at Mastercard’s request, appropriately certify as to such destruction. Furthermore, Mastercard reserves the right to audit Licensee’s systems to ensure compliance within ninety (90) days from Mastercard’s receipt of the certification from Licensee.

## 5. Fees and Expenses

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All fees and expenses shall be set forth in Exhibit A. Licensee is responsible for any taxes levied on the provision of Licensed Data, except taxes levied on Mastercard’s income.

## 6. Representations and Warranties

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Each Party represents and warrants to the other that: (i) the person executing this Agreement on its behalf is duly authorized to execute it and has the authority to bind the Party; (ii) this Agreement constitutes a valid and binding obligation, enforceable against each Party according to its terms; (iii) it has the right to enter into this Agreement and fully perform its obligations under this Agreement; and (iv) it shall comply with all applicable federal, state and local laws and regulations affecting the subject matter of the this Agreement.

## 7. Third Party Restrictions

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Licensee acknowledges and agrees that it may not retain, solicit the services of, or otherwise contract with any third-party vendor for purposes of evaluating the Licensed Data during the Term.

## 8. Licensed Data Ownership

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Except for the license rights granted in this Agreement, Mastercard retains all rights in the Licensed Data, the Visualization Tools, and its other products, services, solutions and technologies used in connection with this Agreement.

## 9. Indemnification

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Licensee shall indemnify, hold harmless and defend Mastercard, and Mastercard's officers, employees, directors and affiliates, from and against all claims, losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) that arise from Licensee's breach of a representation or warranty or any of its obligations under this Agreement or Licensee's use of the Licensed Data.

## 10. Disclaimer of Warranties/Limitation of Liability

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- A. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY SET FORTH IN THIS AGREEMENT, IN NO EVENT SHALL MASTERCARD BE LIABLE TO LICENSEE UNDER ANY LEGAL THEORY, INCLUDING WITHOUT LIMITATION, TORT, CONTRACT, OR STRICT LIABILITY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, FOR LOSS OF PROFITS, GOODWILL, OR ECONOMIC LOSS, REGARDLESS OF WHETHER A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; *PROVIDED, HOWEVER*, THAT A PARTY'S WAIVER OF ITS RIGHT TO RECEIVE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES SHALL NOT APPLY IN THE EVENT THE OTHER PARTY BREACHES SUCH OTHER PARTY'S CONFIDENTIALITY OBLIGATIONS DESCRIBED IN SECTION 11 HEREOF.
- B. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, MASTERCARD EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, VALUE, ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE LICENSED DATA OR THE VISUALIZATION TOOLS. MASTERCARD MAKES NO REPRESENTATIONS, PROMISES, ASSURANCES OR CLAIMS CONCERNING ANY PROSPECTIVE OR ACTUAL USE OR USEFULNESS OF THE LICENSED DATA OR ANY OTHER DATA PROVIDED OR DEVELOPED IN CONNECTION WITH THIS AGREEMENT. THE LICENSED DATA AND THE VISUALIZATION TOOLS ARE PROVIDED BY MASTERCARD "AS IS" AND MASTERCARD ASSUMES NO RESPONSIBILITY WITH RESPECT TO THEIR USE BY LICENSEE.
- C. THE MAXIMUM AGGREGATE LIABILITY OF MASTERCARD TO LICENSEE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE LICENSED DATA, SHALL BE LIMITED TO TEN THOUSAND EUROS (EUR 10,000).

## 11. Confidential Information and Data Protection

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- A. "Confidential Information" means all, or any part of, and originals or copies of this Agreement, the Licensed Data, the Visualization Tools, and any other information or materials produced by one Party to the other Party in whatever form embodied (e.g., oral, written, electronic) no matter how or by what Party such information, materials, or concepts were transmitted.
- B. Exceptions. Confidential Information shall not include any information which: (i) is already in the public domain at the time of disclosure through a source other than the Licensee; (ii) enters the public domain after disclosure through no fault of the Licensee; (iii) is already known to the Licensee at the time of disclosure (as evidenced by written records); (iv) was independently developed by the Licensee without use of or reference to any Confidential Information (as evidenced by written records); or (v) is subsequently disclosed to the Licensee by third parties having no obligation of confidentiality to Mastercard.
- C. Confidentiality. During the Term and for a period of five (5) years thereafter (except for non-public information about cardholders, applicants or other consumers of Mastercard which, to the extent provided under this Agreement, shall be maintained in confidence indefinitely), the Party receiving Confidential Information ("Receiving Party") from the other Party ("Disclosing Party") shall maintain the Confidential Information in strict confidence and shall: (i) use Confidential Information only in connection with performing its obligations under this Agreement; (ii) not copy any Confidential Information except in connection with performing its obligations under this Agreement; (iii) not disclose Confidential Information to any third party except as expressly permitted in writing by the Disclosing Party and then only if such third party has executed a confidentiality agreement no less restrictive than those contained herein; and (iv) limit dissemination of Confidential Information to personnel with a "need to know" to perform the obligations under this Agreement who are subject to confidentiality and security obligations no less restrictive than those set forth herein. Notwithstanding the foregoing, a Party shall not be in breach of these obligations if such Party discloses Confidential Information to the extent that it is required to be disclosed

by applicable law, regulation, court order or legal process, *provided that* the Receiving Party promptly informs the Disclosing Party of such requirement and cooperates with all efforts by the Disclosing Party to obtain a protective order or similar treatment.

- D. Return/Destruction of Confidential Information. Promptly upon the expiration or termination of this Agreement, or such earlier time as Mastercard requests, the Licensee shall return to Mastercard or its designee, or at Mastercard's request, securely destroy or render unreadable or undecipherable, each and every original and copy in every media of all Confidential Information in the Licensee's possession, custody or control. The foregoing shall not apply to the extent information must be retained pursuant to applicable legal or regulatory requirements or for purposes of the Licensee's commercially reasonable disaster recovery procedures, provided such information shall continue to be subject to the confidentiality obligations set forth in this Section 11.
- E. Data Protection. Both Mastercard and the Licensee will comply with all (i) all data privacy legislation; (ii) the applicable industry data security standards; (iii) all applicable provisions of Mastercard's or Licensee's written information security requirements, and (iv) Mastercard's privacy policies.
- F. Processing of European Economic Area ("EEA"), Switzerland, Monaco and United Kingdom ("UK") Personal Data. The Parties acknowledge and agree that no personal information will be used or shared in connection with this Agreement. Any expansion of the scope of activities under this Agreement involving the processing of personal information will be addressed in a separate definitive agreement that will regulate and govern the processing of personal information in accordance with applicable privacy law. Licensee and Mastercard shall enter into a data processing agreement to the extent requested and provided by Mastercard where the Licensed Data includes personal data of data subjects in the EEA, Switzerland, Monaco and the UK.

## 12. Licensed Data Security

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- A. Licensed Data Security. Licensee agrees to implement and maintain an information security program that includes appropriate administrative, technical and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of the Licensed Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Licensed Data; (iii) protect against unauthorized access to or use of the Licensed Data; and (iv) require disposition or destruction of the Licensed Data in a secure manner.
- B. Breach Notification. Licensee will promptly notify Mastercard upon detection of any actual unauthorized access to or theft or other loss of the Licensed Data and will take appropriate action designed to prevent further unauthorized access. Licensee will provide relevant information that is reasonably requested by Mastercard pertaining to the incident and will reasonably cooperate with Mastercard to investigate any such unauthorized access.
- C. Licensed Data Access. Mastercard will provide Licensee secure read-only access rights to review the Licensed Data and the Visualization Tools on a web-based platform.

## 13. Force Majeure

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No Party shall be liable for loss or damage or be deemed to be in default under this Agreement if its failure to perform its obligations results from or is attributable to any act of God, natural disaster, fire, strike, embargo, war, threat of terrorism, insurrection, strike, riot or other cause or circumstance beyond the reasonable control of such Party; *provided however* that the foregoing shall not be deemed to excuse any failure to exercise prudence or diligence in the conduct of such Party's affairs. Any delay resulting from any of said causes shall extend performance for a like period. In the event of a delay in performance pursuant to this Section 13, the affected Party will use commercially reasonable efforts to minimize the scope, extent, duration and adverse effect of any such delay in performance, on the other Party.

## 14. Notices

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All notices will be handled as set forth in Exhibit A.

## 15. Insurance

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At all times during the Term, Licensee will maintain insurance in amounts and coverages commensurate with the activities to be undertaken in performance of its obligations under this Agreement. Failure to maintain insurance coverage as prescribed under this Section 15 shall be deemed a material breach of this Agreement.

## 16. Miscellaneous

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- A. Waiver. A failure or delay of either Party to enforce any provision of or exercise any right under this Agreement shall not be construed to be a waiver. No waiver by a Party or any amendment to this Agreement shall be effective unless expressly made in a signed writing, which writing shall not be an e-mail.

- B. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability or invalidity shall not affect any other provision, and this Agreement shall then be construed as if such unenforceable or invalid provisions had never been a part of this Agreement.
- C. Relationship of Parties. The relationship of the Parties under this Agreement is, and is intended to be, that of independent contractors, and not that of partners, joint venturers, representatives, or agents of one another. No Party will have the power to bind or obligate the other.
- D. Headings. The captions are included for convenience only and shall not affect the meaning or interpretation of this Agreement.
- E. Survival. All representations and warranties, and all commitments (i) to indemnify, defend, hold harmless, or (ii) relating to confidentiality, limitations on liability, rights and obligations upon termination, and jurisdiction, and any other provision by its nature that is meant to survive shall survive any expiration or termination of this Agreement.
- F. Assignment. Licensee may not assign or sublicense this Agreement or any of its rights or obligations under this Agreement to any other party in whole or in part, without Mastercard's prior written consent in its sole discretion.
- G. Entire Agreement. This Agreement, together with any schedules, appendices, exhibits, and attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, documents and agreements (whether oral or in writing) relating to its subject matter.
- H. Governing Law; Venue. This Agreement (including the respective rights and obligations of each Party) will be governed by, and will be construed in accordance with, the laws of Belgium without regard to the conflict of laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The courts of Brussels, Belgium shall have exclusive jurisdiction over all proceedings related to this Agreement, and the Parties hereby consent to the personal jurisdiction of, and waive any objection they may now or hereafter have to the laying of venue in, such courts.
- I. Remedies. Unless otherwise expressly provided herein, any remedies stated herein are non-exclusive. In addition to these remedies, the Parties shall be entitled to pursue any other remedies that they may have at law or in equity. Licensee acknowledges and agrees that a breach involving the Licensed Data or the Visualization Tools cannot be reasonably or adequately remedied by the payment of damages in an action at law and irreparable injury or damage will result to Mastercard as a result thereof. Therefore, in addition to all of the remedies otherwise available to Mastercard, Licensee further acknowledges and agrees that Mastercard will be entitled to injunctive or equitable relief to restrain and enjoin any actual or threatened breach of the relevant terms herein, without posting a bond.
- J. Counterparts. This Agreement may be executed in one or more counterparts, by facsimile or otherwise, each of which, taken together, shall be deemed to constitute one original document.

**Accepted and Agreed as of the Effective Date**

**MASTERCARD EUROPE SA**

**HELSINKI CITY HALL**

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By:

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By:

\_\_\_\_\_  
Print Name:

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Print Name:

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Date:

## EXHIBIT A

### LICENSED DATA

For the purpose of evaluation by Licensee, Mastercard will provide access to a pilot version of its proposed Economic Development Platform (the “Platform”), which is designed to facilitate the meaningful assessment of changes in economic activity along the dimensions of both geography and time.

The Platform will provide a web-based representation of the Mastercard datasets described below, combining the Visualization Tools with the Licensed Data in a user interface designed to simplify the identification of spending patterns and trends. In addition, where considered appropriate and subject to the terms of Section 1.E of this Agreement, the Platform may integrate other data sources, such as may be mutually agreed by the Parties in writing.

Operation and maintenance of the Platform will be supported by an existing Mastercard service provider. Mastercard will at all times provide to Licensee the Licensed Data in accordance with Mastercard’s then-current data usage and data privacy standards, as may be revised from time to time by Mastercard.

#### **(1) GEO GRID CELL-BASED ANALYSIS**

For the City of Helsinki, Mastercard will supply, as Platform inputs, a range of metrics for each of the cells within a grid of cells, that grid being defined using latitude and longitude coordinates:

##### – **Destination Geography:**

The destination geography will be defined according to the following latitude and longitude boundaries:

- (i) Northern boundary: 60.410° N
- (ii) Southern boundary: 60.090° N
- (iii) Western boundary: 24.500° E
- (iv) Eastern boundary: 25.255° E

These boundaries have been selected since they substantially capture the City of Helsinki.

##### – **Grid Dimensions:**

- The grid will be constructed using latitude and longitude coordinates defined to three decimal places.
- In this scenario, the size of constituent cells within the grid will be approximately 110m x 110m.

##### – **Metrics:**

For each cell, indices will be calculated based on an assessment of:

- (i) Total Spend (Value)
- (ii) Total Transactions (Count)
- (iii) Total Accounts
- (iv) Average Spend per Account
- (v) Average Ticket Size
- (vi) Average Frequency

Indices will be calculated relative to the average of all cells within the ‘**Destination Geography**’, defined above.

##### – **Evaluation Periods:**

- Equivalent periods for three consecutive years, each centered on the annual Slush event.
- Specifically, Quarter 4 (01 October – 31 December) for each of the years 2016, 2017, and 2018.
- So as to provide a meaningful basis for comparison, metrics for all subsequent periods will be anchored against the very first day in the overall time series, being 01 October 2016.

##### – **Cardholder Segmentation:**

Metrics will be further segmented as follows:

- (i) All cardholders, combined
- (ii) Domestic cardholders, as a single cohort
- (iii) International cardholders, as a single cohort

##### – **Reporting Granularity:**

Datasets will be provided for which data has been aggregated *by day*.

– **Industry Segmentation:**

To facilitate analysis based on type of spend, metrics will also be provided for the following discrete categories:

- (i) Total Retail
- (ii) Eating Places
- (iii) Apparel

**(2) PLACES DATA SET**

For the City of Helsinki, Mastercard will supply, as Platform inputs, a range of attributes for each of the merchant locations identifiable within the Mastercard data warehouse.

– **Destination Geography:**

The destination geography will be defined according to the following latitude and longitude boundaries:

- (i) Northern boundary: 60.410° N
- (ii) Southern boundary: 60.090° N
- (iii) Western boundary: 24.500° E
- (iv) Eastern boundary: 25.255° E

These boundaries have been selected since they substantially capture the City of Helsinki.

– **Evaluation Dates:**

Two separate files, being snapshots as of **December 2017** and **December 2018**, respectively.

– **Attributes:**

The following attributes will be provided, where available, for all merchant locations within the PLACES sample files described above:

| BUNDLE          | Attribute Name                     |
|-----------------|------------------------------------|
| Core            | MMHID (unique location identifier) |
|                 | Merchant Name                      |
|                 | Merchant Name (Cleansed)           |
|                 | Address                            |
|                 | Address (Cleansed)                 |
|                 | City Name                          |
|                 | City Name (Cleansed)               |
|                 | State Name                         |
|                 | State Name (Cleansed)              |
|                 | Postal Code                        |
|                 | Postal Code (Cleansed)             |
|                 | Country Code                       |
|                 | Country Code (Cleansed)            |
|                 | Phone Number                       |
|                 | Phone Number (Cleansed)            |
|                 | Merchant Category Code (MCC)       |
|                 | Industry                           |
| Super Industry  |                                    |
| Date First Seen |                                    |
| In-Business     | New Business Flag                  |
|                 | In Business 7 Day Flag             |
|                 | In Business 30 Day Flag            |

|                    |                             |
|--------------------|-----------------------------|
|                    | In Business 60 Day Flag     |
|                    | In Business 90 Day Flag     |
|                    | In Business 180 Day Flag    |
|                    | In Business 360 Day Flag    |
| Location & Channel | Latitude Coordinate         |
|                    | Longitude Coordinate        |
|                    | Geocoding Quality Indicator |
| Aggregate          | Merchant Aggregate ID       |
|                    | Merchant Aggregate Name     |
|                    | Key Aggregate Merchant ID   |
|                    | Parent Aggregate ID         |
|                    | Parent Aggregate Name       |

**License Fees:**

No license fees will be assessed to the Licensee during the Term. Following the Term, if Licensee desires to continue to receive access to the Licensed Data, the Parties agree to enter into good faith negotiations of a master agreement that will contain all terms relevant to such continued license and outline the license term, license fees and additional legal terms.

**Pricing:**

One-time set-up fee: WAIVED DURING TERM OF THIS AGREEMENT  
License fee: WAIVED DURING TERM OF THIS AGREEMENT

**Notices**

Any notice provided for in this Agreement shall be in writing and shall be given by an overnight courier delivery service of general commercial use and acceptance (such as Federal Express or UPS) and shall be deemed given upon the date of receipt or, if receipt is refused, upon tender of delivery by the courier or via email with written confirmation ("Notice").

Notices to Mastercard shall be addressed to:

Mastercard  
10 Upper Bank Street  
Canary Wharf  
London E14 5NP  
United Kingdom

Attention: Matt Wilkinson (Director – Enterprise Partnerships)  
Email: matt.wilkinson@mastercard.com

With a Copy to:

Senior Vice President & Counsel – Enterprise Partnerships  
2000 Purchase Street  
Purchase, New York 10577

Notices to Licensee shall be addressed to:

Helsinki City Hall  
Pohjoisesplanadi 11-13, P.O. Box 1  
FI-00099, City of Helsinki

Attention: Sami Sarvilinna (City Manager – Helsinki)  
Email: sami.sarvilinna@hel.fi