

Whimsical Data Processing Addendum

This Whimsical Data Processing Addendum (“**Addendum**”) is an agreement between you and/or the entity you represent (“**Customer**”) and Whimsical, Inc. (“**Whimsical**”). This Addendum is subject to the Whimsical Terms of Service available at <https://whimsical.com/terms> or, if applicable, the Master Services Agreement or SaaS Services Agreement entered into between Whimsical and Customer (the “**Agreement**”). All capitalized terms not otherwise defined in this Addendum will have the meaning given to them in the Agreement. Under the Agreement, Whimsical provides certain services to Customer that involve Whimsical handling Customer Data, which may include Customer Personal Information (defined below). This Addendum is effective as of the date of Customer’s first use of the Services or, if applicable, the date of the Agreement (the “**Addendum Effective Date**”).

DATA PROCESSING ADDENDUM TERMS

1. DEFINITIONS

- 1.1. “**Controller**”, “**Data Subject**”, “**personal data**”, “**Process**”, “**Processed**”, “**Processing**”, “**Processor**”, and “**Supervisory Authority**” have the same meanings as in applicable Data Protection Legislation. Customer and Whimsical hereby agree that Customer, when Customer is a legal entity and not an individual, is a “**Business**” and Whimsical is the “**Service Provider**”, as defined under Data Protection Legislation that use such terms.
- 1.2. “**Customer Data**” means any content, data, information or other materials (including Customer Personal Information) submitted or shared by or for Customer to or through the Services excluding Registration Data, Usage Data, or information owned or licensed to Whimsical (other than Customer Data) and purchased or licensed from Whimsical as part of the Services provided to Customer.
- 1.3. “**Customer Personal Information**” means personal data contained within Customer Data.
- 1.4. “**Data Protection Legislation**” means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, including Switzerland (the “**EEA**”), and their member states, as well as all U.S. laws and regulations, as applicable to the Processing of Personal Information under the Agreement.
- 1.5. “**Registration Data**” means (i) Customer’s or an individual user of Customer’s (if Customer is an entity) email address; (ii) if provided, Customer’s name and Avatar photo or image; and (iii) if Customer purchases a subscription to utilize the Services, Customer’s additional personal and payment information necessary for processing the transaction. For avoidance of doubt, the only Registration Data that is required to be provided in order to use the Services is a valid email address.
- 1.6. “**Services**” means the services provided by Whimsical to Customer pursuant to the Agreement, including provision of any support services.
- 1.7. “**Standard Contractual Clauses**” means the Standard Contractual Clauses annexed to the European Commission’s decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

- 1.8. **“Swiss Data Protection Legislation”** means The Swiss Federal Act on Data Protection of 19 June 1992 and the Swiss Ordinance to the Swiss Federal Act on Data Protection of 14 June 1993, and any new or revised version of these laws that may enter into force from time to time.
- 1.9. **“UK Addendum”** means the UK Information Commissioner’s (**“UK ICO”**) International Data Transfer Addendum to the EU Commission Standard Contractual Clauses Version B1.0 in force 21 March 2022.
- 1.10. **“Usage Data”** means data that is collected automatically through use of the Services, including but not limited to log information, IP address-based, non-specific location information, and information collected through the use of cookies.
- 1.11. Any phrase introduced by the terms “other,” “including,” “include” or any similar expression shall be construed without limitation.

2. Confidentiality

- 2.1. Customer Data. Customer Data is the confidential information of Customer.
- 2.2. Confidentiality of Processing Agreements. The parties agree that each party may disclose an appropriately redacted version of the Agreement (and all attachments) to third parties to the extent necessary to fulfill its obligations hereunder as required by Data Protection Legislation.

3. Data Processing

- 3.1. Whimsical will:
 - (a) only process Customer Personal Information on behalf of and in accordance with Customer’s instructions for the provision of the Services. This Addendum and the Agreement consist of Customer’s written instructions to Whimsical for the Processing of Customer Personal Information. Any additional or different instructions require a signed agreement between the parties and may be subject to additional fees. For the avoidance of doubt, Customer’s instructions for the Processing of Customer Personal Information shall comply with Data Protection Legislation;
 - (b) comply with applicable Data Protection Legislation in its Processing of Customer Personal Information;
 - (c) access, collect, retain, use, disclose, and otherwise Process Customer Personal Information solely to fulfill its obligations to Customer under the Agreement (including Statements of Work) and this Addendum, and on Customer’s behalf, and for no other purposes;
 - (d) to the extent an individual identifies Customer as the entity that collected its personal data or its relevant Data Controller, notify Customer of any individuals’ access requests, rectification or deletion requests, complaints, claims or allegations, individuals’ requests for copies it receives regarding Customer Personal Information, and to the extent the Services do not enable Customer to fulfill such requests, and subject to additional fees as applicable and agreed upon, cooperate with and assist with Customer in investigating and responding to individuals exercising their legal rights and fulfilling such requests;
 - (e) not attempt to link, identify, or otherwise create a relationship between Customer Personal Information and non-personal data or any other data without the express authorization of Customer;

- (f) not: (i) 'sell' or 'share' Customer Personal Information as defined in certain Data Protection Legislation; (ii) retain, use or disclose Customer Personal Information for any purpose other than for the business purposes specified in the Agreement or as otherwise permitted by US Data Protection Legislation or outside the direct business relationship of the Parties; or (iii) except as otherwise permitted by Data Protection Legislation, combine Customer Personal Information with personal data that Whimsical receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject;
- (g) ensure that its staff, contractors or persons engaged by them are authorized to process Customer Personal Information and have committed themselves to confidentiality of the same or are under an appropriate obligation of confidentiality;
- (h) at the choice of Customer, delete or return all Customer Personal Information after the end of the provision of services relating to processing, and delete existing copies unless applicable law requires retention of that Customer Personal Information or to protect Whimsical's legal rights;
- (i) cooperate with Customer's assessment and audit rights in the Agreement and this Addendum as set forth in Section 6 in this Addendum;
- (j) inform Customer if, in its opinion, an instruction from Customer infringes the Data Protection Legislation, provided, however, Whimsical is not responsible for performing legal research and/or for providing legal advice to Customer; and
- (k) remain the owner of Usage Data.

4. Subprocessors

4.1. Whimsical will:

- (a) maintain an accurate and updated list ("**Subprocessor List**") of all of Whimsical's subcontractors who will be involved with or assist in providing the Services and who may Process any Customer Personal Information in the course of doing so (each a "**Subprocessor**"). The Subprocessor List is available at any time at <https://whimsical.com/privacy/sub-processors>;
- (b) provide Customer with notice of any new Subprocessor to the Subprocessor List, with such notice being provided by (i) an update to the Subprocessor List, and (ii) email notification; *provided, however*, that in order to register and subscribe for such email notifications, Customer must provide Customer's email address to Whimsical via the registration form provided on the Subprocessor List;
- (c) provide Customer with additional information about any Subprocessor on the Subprocessor List that Customer may reasonably request from time to time;
- (d) ensure that all Subprocessors on the Subprocessor List are bound by an agreement containing data protection terms materially no less protective of Customer Personal Information than those contained in this Addendum to the extent applicable to the nature of the services provided by such Subprocessor; and
- (e) be liable to Customer for the Subprocessor's compliance with this Addendum in relation to the Services to the same extent Whimsical would be liable if performing the services of each of those Subprocessors directly under the terms of this Addendum.

4.2. Customer agrees to provide any objections to new or replacement Subprocessors promptly (in any event no later than fourteen (14) days following any notification or update), provided such objections are based on documented evidence that establish the Subprocessor does not or cannot

comply with this Addendum or Data Protection Legislation and identify the reasonable data protection basis for the objection (“Objection”), so that Whimsical can evaluate the Objection and determine any appropriate action. In the event of an Objection, the parties will work together in good faith to find a mutually acceptable resolution to address such Objection, including but not limited to reviewing additional documentation supporting the Subprocessor’s compliance with the Addendum or Data Protection Legislation. To the extent the parties do not reach a mutually agreeable resolution in a reasonable time period, not to exceed 30 days, Customer may, without penalty or liability, in its sole discretion and as its sole remedy, terminate the Services with 30 days’ written notice and Whimsical shall provide a pro-rata refund of any sums paid in advance for Services not provided by Whimsical.

- 4.3. For the avoidance of doubt, Clause 9, Option 2 of the Standard Contractual Clauses shall apply and the above constitutes Customer’s general authorization for Whimsical’s engagement of Subprocessors and Whimsical’s appointment of additional Subprocessors or replacement of any Subprocessors identified on the Subprocessor List and in Appendix 1, Annex III.

5. Security

- 5.1. Appropriate Security Safeguards. Whimsical will implement and maintain appropriate technical, administrative, physical and organizational measures (in accordance with Appendix 1) to adequately safeguard and protect the security and confidentiality of Customer Personal Information against accidental, unauthorized or unlawful destruction, alteration, modification, processing, disclosure, loss, or access. Whimsical may update such measures during the term of the Agreement but will not materially decrease the overall security of the Services (or any part thereof) during the term.
- 5.2. Security Incident & Data Breach Notification. If Whimsical becomes aware of any unauthorized or unlawful access to, or acquisition, alteration, use, disclosure, or destruction of Customer Personal Information that compromises the security, confidentiality or integrity of Customer Personal Information and that requires a data breach notification to Customer according to Data Protection Legislation (“**Security Incident**”), Whimsical will notify Customer without undue delay, but in any event within 48 hours. Such notifications will be made by email to the email address on file for Customer. Whimsical’s contact point for additional details regarding a Security Incident is privacy@whimsical.com. Whimsical will maintain appropriate security incident response and management plans. Except as required by applicable Data Protection Legislation, the notification obligations in this Section shall not apply to Security Incidents caused by Customer. Customer and Whimsical shall work together in good faith within the timeframes for Customer to provide notifications in accordance with Data Protection Legislation to finalize the content of any such notifications to Data Subjects or Supervisory Authorities, as required by Data Protection Legislation. Whimsical’s prior written approval shall be required for any statements regarding, or references to, the Security Incident or Whimsical made by Customer in any such notifications. Notification of a Security Incident shall not constitute an admission of fault.

6. Information and Audits

- 6.1. Upon Customer’s written request, and subject to the confidentiality obligations set forth in the Agreement, Whimsical shall make available to Customer information related to Whimsical’s compliance with its security policies and procedures under this Addendum. Customer may only use such information to confirm Whimsical’s compliance with this Addendum and to assist Customer with complying with its obligations under Data Protection Legislation. If no such

information is available at the time of Customer's request, Whimsical will allow audits as set forth below.

- 6.2. Customer may conduct, either itself or through a third party independent contractor selected by Customer at Customer's expense, an on-site or off-site audit and review of Whimsical's architecture, systems, infrastructure and procedures used in connection with the Services that Process Customer Personal Information. Customer must provide Whimsical with a proposed audit plan at least 30 days in advance of the audit, after which Customer and Whimsical shall discuss in good faith and finalize the audit plan prior to commencement of audit activities. Such audits may be conducted up to one time per year unless additional audits are required by Data Protection Legislation or by any supervisory authority with authority to request same from Customer. Each party will bear its own costs in relation to the audit, unless Whimsical informs Customer that Whimsical expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under the Agreement, for example for professional services. The parties will negotiate in good faith with respect to any such charges or fees.
- 6.3. Upon Whimsical's request, after conducting an audit, Customer must notify Whimsical of the manner in which Whimsical does not comply with any of the security, confidentiality or privacy obligations herein, if applicable. Upon such notice and agreement of the parties, Whimsical will use commercially reasonable efforts to make any necessary changes to ensure compliance with its obligations.
- 6.4. Audits described in Section 6.2 of this Addendum will be conducted during reasonable times and will be of reasonable duration and will not unreasonably interfere with Whimsical's day-to-day operations. If Customer conducts an audit through a third-party independent contractor, such independent contractor must be approved by Whimsical (such approval not to be unreasonably withheld) and will be required to enter into a non-disclosure agreement containing confidentiality provisions substantially similar to those set forth in the Agreement to protect Whimsical's proprietary information.
- 6.5. All information and audit results, reports, and findings provided to or obtained by Customer shall be Whimsical Confidential Information.

7. Cross-Border Transfer Mechanisms for International Data Transfers

- 7.1. To the extent that Customer's use of the Services requires a transfer of Customer Personal Information from within the EEA or United Kingdom (the "UK") to a jurisdiction outside the EEA or UK, respectively, Whimsical will take such measures as are necessary to ensure the transfer complies with applicable Data Protection Legislation.
- 7.2. Whimsical will only transfer Customer Personal Information from the EEA or the UK to countries outside the EEA or the UK (a) that are recognized by the European Commission, UK ICO, or Data Protection Legislation as providing an adequate level of protection for personal data; (b) that are covered by a suitable framework recognized by the European Commission, UK ICO, or Data Protection Legislation as providing an adequate level of protection for personal data; or (c) through the use of other legally recognized validation methods such as Standard Contractual Clauses with the UK Addendum, as applicable. To the extent such a transfer includes Customer Personal Information subject to Data Protection Legislation of Switzerland, the Standard Contractual Clauses shall be adapted to use for Switzerland (the Swiss Data Protection Legislation shall apply as the applicable Data Protection Legislation, Clauses 17 and 18 of the SCCs shall refer

to Switzerland, the Supervisory Authority shall be the Federal Data Protection and Information Commissioner of Switzerland, and Data Subjects in Switzerland shall be able to avail themselves of any rights conferred by the Standard Contractual Clauses).

- 7.3. Whimsical currently transfers Customer Personal Information from the EEA or the UK to countries outside the EEA and UK under the Standard Contractual Clauses and UK Addendum, as applicable. The parties further agree that the Standard Contractual Clauses, and UK Addendum, as applicable, will apply to Customer Personal Information that is transferred via the Services from the EEA or the UK to outside the EEA or the UK, either directly or via onward transfer, to any country or recipient not recognized by the European Commission or UK ICO as providing an adequate level of protection for personal data.
- 7.4. Customer shall be deemed to have signed the Standard Contractual Clauses in Appendix 1 in its capacity of “data exporter” and Whimsical in its capacity as “data importer.”
- 7.5. Any Customer Personal Information included in Registration Data and/or Usage Data is transferred pursuant to Module One of the Standard Contractual Clauses. Any other Customer Personal Information is transferred pursuant to Module Two or Module Three of the Standard Contractual Clauses depending on whether Customer is Data Controller of the Customer Personal Information (for Module Two) or a Data Processor of the Customer Personal Information on behalf of its end customer(s) (for Module Three). If Module Three applies, Customer hereby notifies Whimsical that Customer is a Processor and the instructions shall be as set forth in Section 3.1(a).
- 7.6. For purposes of Clauses 17 and 18 of the Standard Contractual Clauses, the parties select the Republic of Latvia. Clause 7 is omitted. In Clause 11(a), the optional provision shall not apply. Additional provisions applicable to Customer Personal Information transferred pursuant to Standard Contractual Clauses and based on the “Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data” are set forth in Appendix 2.
- 7.7. The Standard Contractual Clauses and UK Addendum, as applicable, will cease to apply if Whimsical has implemented an alternative recognized compliance mechanism for the lawful transfer of Customer Personal Information in accordance with applicable Data Protection Legislation and has informed Customer thereof.
- 7.8. If the UK Addendum applies, then:
 - (a) Table 1 of the UK Addendum is completed with the Parties’ details and Key Contacts of Customer (as data exporter) and Whimsical (as data importer), as provided above. The ‘Start date’ is the Effective Date or other similar date of the Agreement.
 - (b) Table 2 of the UK Addendum is completed by selecting ‘the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum’.
 - (c) For the purposes of Table 2 and Table 3 of the UK Addendum, the ‘Approved EU SCCs’ are completed with the Modules, selections, and details set forth above.
 - (d) Table 4 of the UK Addendum is completed by selecting ‘neither party’.

8. General Provisions

- 8.1. Governing Law. Notwithstanding any governing law provisions of the Agreement, any claims under this Addendum related to the laws or regulations of the EEA shall be governed by the laws of the

Republic of Latvia and the parties submit to the exclusive jurisdiction of the Latvian courts, and any other claims under this Addendum shall be governed by the laws of the State of Delaware unless otherwise dictated by that law and the parties submit to the exclusive jurisdiction of the federal courts located in Denver, Colorado, USA.

- 8.2. General Compliance. Each party remains exclusively liable for its own compliance with Data Protection Legislation. Customer warrants that it has provided all required notices and obtained all permissions or, if applicable and sufficient under applicable Data Protection Legislation, another valid legal basis, required under applicable Data Protection Legislation to provide Whimsical with any personal data.
- 8.3. Special or Sensitive Data. Unless set forth in a statement of work, order, or other document, Customer Personal Information may not include any sensitive or special data that imposes specific data security or data protection obligations on Whimsical in addition to or different from those specified in any documentation or which are not provided as part of the Services. Whimsical does not require and does not request any sensitive or special data to provide the Services. Customer understands and agrees that Whimsical does not differentiate between different types of data sensitivity when Processing Customer Data or treat certain types of Customer Personal Information differently from other types and applies the same security measures to all Customer Data as set forth in Section 5 of this Addendum.
- 8.4. Precedence. This Addendum will prevail over the Agreement in relation to the processing of Customer Personal Information to the extent any conflict or inconsistency exists between those two documents.
- 8.5. Counterparts. This Addendum may be signed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement. This Addendum may also be executed and delivered by facsimile or email and such execution and delivery will have the same force and effect of an original document with original signatures.

[Signature page follows]

Acknowledged and Agreed:

CUSTOMER: _____

Signed: _____

Print name: _____

Title: _____

Date signed: _____

WHIMSICAL, INC.

Signed: _____

Print name: _____

Title: _____

Date
signed: _____

APPENDIX 1
APPENDIX TO THE STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

Data exporter:

Name: The Customer who has purchased Services from data importer.

Address: as set forth in the Agreement or as set forth in data exporter's account for the Services.

Contact person: as set forth in the Agreement or as set forth in data exporter's account for the Services.

Activities relevant to the data transferred under these Clauses: as set forth in the Agreement.

Signature and date: refer to Addendum.

Role: controller, except when processing data on behalf of another entity, in which case data exporter is a processor.

Data importer:

Name: Whimsical, Inc.

Address: as set forth in the Agreement.

Contact person: as set forth in the Notices provision in the Agreement.

Activities relevant to the data transferred under these Clauses: as set forth in the Agreement.

Signature and date: refer to Addendum.

Role: For processing of Customer Personal Information, processor, or sub-processor if data exporter is a processor, and for processing of Usage Data, controller.

B. DESCRIPTION OF TRANSFER

Categories of Data subjects: The categories of data subjects are Whimsical's customers and Whimsical's customers' employees.

Categories of personal data transferred: Data exporter may submit Customer Personal Information to the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include those categories listed in the Agreement. Usage Data is also transferred.

Sensitive data transferred (if applicable): None, as set forth in Section 8.3 of the Addendum.

The frequency of the transfer: Continuous, as set forth in the Agreement.

Nature of the processing: The nature of the processing is provision of the Services.

Purposes of the data transfer and further processing: The objective of the transfer of Customer Personal Information and further processing is provision of the Services. Where Whimsical acts as a Controller of Usage Data, Whimsical processes the data for improvement of the Services.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As set forth in the Addendum and Agreement. Usage Data is retained in accordance with Data Protection Legislation and Whimsical's policies.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: Where Whimsical processes Customer Personal Information, subprocessors process the data for the purposes and durations as set forth in the Addendum and Agreement to provide the Services. Where Whimsical processes Usage Data, processors process the data for the purposes of improving the Services and other internal business purposes in accordance with Data Protection Legislation and retain the data in accordance with Whimsical's agreement with the processor.

C. COMPETENT SUPERVISORY AUTHORITY

Except as set forth in Section 7.2 in the Addendum as to the United Kingdom and Switzerland, the Supervisory Authority shall be selected as follows:

1. If the data exporter is established in an EU Member state, the competent Supervisory Authority shall be the Supervisory Authority applicable to the establishment location of the data exporter.
2. If the data exporter is not established in an EU Member state, the competent Supervisory Authority shall be the Supervisory Authority located where the data exporter has appointed its EU Representative.
3. If the data exporter is not established in an EU Member state and is not required to appoint an EU Representative, the competent Supervisory Authority shall be the supervisory authority applicable to the location of the data subject whose data is at issue.

ANNEX II

Technical and organizational measures including technical and organizational measures to ensure the security of the Customer Personal Data:

Data importer will maintain appropriate administrative, physical, and technical safeguards ("Security Safeguards") for protection of the security, confidentiality and integrity of Customer Personal Information provided by data exporter in connection with the Standard Contractual Clauses. The Security Safeguards are described at <https://whimsical.com/security> and may be updated from time to time as required as set forth in the Addendum.

ANNEX III

List of Data Importer's Subprocessors

As set forth on the webpage <https://whimsical.com/terms/privacy/sub-processors>

**APPENDIX 2 – ADDITIONAL SCC PROVISIONS
BASED ON EUROPEAN DATA PROTECTION BOARD RECOMMENDATIONS 01/2020**

The provisions set forth in this Appendix 2 apply to Customer Personal Information originating from or relating to Data Subjects located in the EEA and processed by Whimsical in connection with the Agreement (“**European Personal Data**”):

- 1.1. Encryption: Customer and Whimsical shall encrypt all transfers of European Personal Data between them, and Whimsical shall encrypt any onward transfers it makes of such data.
- 1.2. Non-receipt of directives under FISA Section 702: Whimsical has, as of the Addendum Effective Date, not received any national security orders under Foreign Intelligence Surveillance Act (“FISA”) Section 702.
- 1.3. FISA Section 702 Status: As of the Addendum Effective Date, no court has found Whimsical to be the type of entity defined in 50 U.S.C § 1881(b)(4) eligible to receive process issued under FISA Section 702.
- 1.4. “Back Doors”: Whimsical has not purposefully created “back doors” or similar programming in its systems that provide Services that could be used to access the systems and/or European Personal Data, nor has Whimsical purposefully created or changed its business processes in a manner that facilitates access to European Personal Data or its systems that provide the Services. To the best of Whimsical’s knowledge, United States Data Protection Legislation does not require Whimsical to create or maintain “back doors” or to facilitate access to European Personal Data or systems that provide Services or for Whimsical to possess or provide the encryption key in connection with a United States Disclosure Request (as defined below).
- 1.5. Security Testing: Whimsical shall regularly test, assess, and evaluate the effectiveness of the security measures set forth in Appendix 1.
- 1.6. Government Requests:
 - 1.6.1. Whimsical shall, unless prohibited by law or a legally binding order of an applicable government body or agency, promptly notify Customer of any request for the disclosure of European Personal Data by a governmental or regulatory body or law enforcement authority (including any Supervisory Authority) (“Disclosure Request”) and shall provide reasonable information and assistance to customer regarding the request. Whimsical shall not respond to such request unless required by applicable law (including to provide acknowledgement of receipt of the request).
 - 1.6.2. Whimsical will review applicable law to evaluate and challenge the Disclosure Request if, after a careful assessment, it concludes that there are grounds under applicable law to do so. When challenging a Disclosure Request, Whimsical shall seek reasonable interim measures to suspend the effects of the Disclosure Request until an applicable court or other authority has decided on the merits. Whimsical shall not disclose data requested until required to do so under applicable law and shall only provide the minimum amount of data permissible when responding to the Disclosure Request, based on a reasonable interpretation of the request.
 - 1.6.3. If the Disclosure Request is incompatible with the cross-border data transfer mechanism applicable in accordance with Section 7 of the Addendum, Whimsical will so notify the requesting authority and, if permitted by applicable law, notify the competent government

authority with jurisdiction over the data subject to the Disclosure Request.

1.6.4. Whimsical will maintain a record of Disclosure Requests and its evaluation, response, and handling of the requests and upon written request will provide Customer with access to such records except as prohibited by applicable law or legal process or in the interest in protecting Whimsical's legal rights in connection with threatened, pending, or current litigation.