

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) has been pre-signed on behalf of Affise. To complete this DPA, please fill in your details, sign in the relevant signature blocks and send the completed and signed DPA to Affise by email to privacy@affise.com. As an alternative, this DPA can be filled in and signed via DocuSign.

In the course of the use of the Site and the Software offered through the Site by Affise under the Agreement, Affise may Process certain Personal Data on behalf of the Customer. If such Processing occurs, the Customer and Affise agree to comply with the terms and conditions set out in this DPA in connection with such Personal Data. The purpose of this DPA is to ensure such Processing is conducted in accordance with applicable laws and with due respect for the rights and freedoms of individuals whose Personal Data are processed.

The DPA forms a part of the Terms and Conditions of Use found at <https://affise.com/terms-and-conditions-of-use/>, unless the Customer has entered into an End-User Agreement with Affise, in which case, it forms a part of such agreement (in either case, the “Agreement”). The Customer and Affise are hereinafter jointly referred to as the “Parties” and individually as the “Party”. A party to this DPA is the Customer entity which has accepted the Terms and Conditions of Use and/or has entered into the End-User Agreement. If the Customer entity signing this DPA neither has accepted the Terms and Conditions of Use nor has entered into the End-User Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA. If the Customer has previously executed a data processing addendum with Affise, this DPA supersedes and replaces such prior data processing addendum.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement.

Processing of the Personal Data by Affise in the framework of the Customer’s use of the Software under the Agreement without execution of this DPA is not possible as it constitutes violation of Art. 28.3 of the GDPR.

1. DEFINITIONS

The following terms shall have the meanings ascribed to them herein.

- 1.1. **Affise:** The Affise entity which is a party to this DPA being Affise Technologies Ltd, a company incorporated under the laws of the Republic of Cyprus.
- 1.2. **Customer:** any person/business who uses the Software through the Site during a free trial period under the Terms and Conditions of Use and the Privacy Policy and/or after the free trial period having concluded/accepted the End-User Agreement.
- 1.3. **Data Protection Legislation:** the data protection or privacy laws in the European Union (“EU”), European Economic Area (“EEA”) and their Member States, including the General Data Protection Regulation (the “GDPR”) ((EU) 2016/679), and any successor legislation to the GDPR or the Data Protection Act 1998 when the GDPR is no longer directly applicable in the United Kingdom.
- 1.4. **Subprocessor:** any Processor engaged by or on behalf of Affise to Process the Personal Data on behalf of the Customer in connection with the Agreement.

1.5. The terms “Controller”, “Data Subject”, “Data Subject Right Request”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processor”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR.

2. COMPLIANCE

2.1. The Parties acknowledge and agree to comply with applicable Data Protection Legislation in relation to the Personal Data shared with Affise under the terms of this DPA and in the framework of Parties’ relations under the Agreement.

2.2. In its use of the Software and provision of instructions to Affise, the Customer shall Process the Personal Data in accordance with the requirements of applicable Data Protection Legislation. The Customer shall have sole responsibility for the accuracy, quality and legality of the Personal Data and the means by which the Customer acquired the Personal Data.

2.3. In relation to the Processing of the Personal Data, Affise acts on behalf of and on the instructions of the Customer in carrying out the purpose of Processing set out in clause 3.4 of this DPA.

2.4. This DPA and the Agreement are Customer’s complete and final instructions at the time of execution of the DPA for the Processing of the Personal Data. Any additional or alternate instructions must be agreed upon separately. The Processing described in clauses 2.3 and 3.4 of this DPA is deemed an instruction by the Customer to process the Personal Data.

3. DATA PROCESSING

3.1. The Parties acknowledge and agree that with regard to the Processing of the Personal Data, the Customer is the Controller, Affise is the Processor and that Affise will engage Sub-processors pursuant to the requirements set forth in section 6 of this DPA and the Data Protection Legislation.

3.2. **Subject matter of the Processing.** The subject matter of the Processing of the Personal Data is to ensure the Customer’s use of the Software through the Site, to enable the Customer to review and analyze data processing results via the Software and to exercise other rights as further described in the Agreement.

3.3. **Duration of the Processing.** The Processing shall last for the period during which the Customer has the right of access to and use of the Software and other rights under the Agreement (but not longer than the term of the Agreement), except as otherwise required by applicable law.

3.4. **Nature and purpose of the Processing.** Affise offers performance marketing software as a service solution through the Site. It allows to upload and download the data to and from the Software, to customize the built-in features and tools of the Software in order to retrieve, gather, process and analyze the Customer’s data as well as to review and analyze data processing results via the Software or by downloading the reports and data. In the framework of these activities the Processing of the Personal Data occurs upon the Customer’s instructions in accordance with the terms of the Agreement. The purpose of the Processing under this DPA is to perform Affise’s obligations under the Agreement and this DPA.

3.5. **Categories of Data Subjects.** For the further Processing by Affise, the Customer may submit the Personal Data to the Software in relation to the following Categories of Data Subjects:

3.5.1. third parties with which the Customer conducts business, e.g. the Customer’s partners - publishers and advertisers (natural persons);

3.5.2. Customer's end-users who use or interact with the Customer's websites, products, services, advertisements and/or mobile application services.

3.6. **Types of the Personal Data.** The data types which may be Processed when using the Software:

3.6.1. in relation to the Data Subjects identified in clause 3.5.1., unique user IDs (assigned only to publishers), (full) names, IP addresses and email addresses as well as other types of the Personal Data the extent of which is determined and controlled by the Customer in its sole discretion;

3.6.2. in relation to the Data Subjects identified in clause 3.5.2.,

technical Identifiers: IP addresses of non-EEA end-users, cookie IDs, geodata (with city-level precision), digital fingerprints (including timestamped user agents) and custom unique user IDs ("ClickID");

engagement information: the information which refers to the Customer's ad campaigns and Data Subjects' actions (e.g. log files, clicks on the Customer's ads, ad impressions viewed, conversions registered and other interactions, events and actions the Customer chooses to measure and analyze within the Software).

3.7. For the purpose of clarity, the Customer shall not configure the Software to collect any data that is not permitted to be collected pursuant to the terms of the Agreement or that is beyond the scope identified above in this section 3 of this DPA.

4. OBLIGATIONS OF THE CUSTOMER

4.1. The Customer confirms:

4.1.1. it has the legal capacity to enter into and execute this DPA and it is a Controller which determines the purposes and means of the Processing of the Personal Data;

4.1.2. its instructions in connection with the processing of the Personal Data are in accordance with the Data Protection Legislation and will not cause Affise to breach the Data Protection Legislation. The Customer shall be solely responsible for the legality of the Personal Data and for ensuring it has an appropriate lawful basis to enable the collection and Processing of the Personal Data pursuant to the terms of the Agreement and this DPA;

4.1.3. it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Affise for Processing in accordance with the terms of the Agreement and this DPA.

4.2. The Customer may use information received in connection with clauses 5.5, 5.6 and 5.8 of this DPA only to assess Affise's compliance with the Data Protection Legislation and this DPA. The Customer must keep this information confidential, unless it is the Customer's confidential information.

5. OBLIGATIONS OF AFFISE

5.1. Affise shall Process the Personal Data only on the Customer's lawful documented instructions, including Processing pursuant to section 3 of this DPA, unless compelled to by the EU or Member State law to which Affise is subject. In this case, Affise shall notify the Customer immediately.

5.2. Affise shall implement appropriate technical and organizational measures designed to protect the Personal Data against unauthorized processing, including unauthorized disclosure, access, destruction, loss and alteration, taking into account (i) the state of the art, (ii) costs of implementation, (iii) nature, scope, context and purposes of the Processing, as well as (iv) risks posed to Data Subjects.

5.3. Affise shall grant access to the Personal Data within its organization only to the personnel who require such access (i) in connection with their role and (ii) strictly for the purposes of performance of Affise's obligations under the Agreement.

5.4. Affise confirms that it has informed and instructed its personnel of the rules of Processing of the Personal Data under this DPA and guarantees that its personnel maintain confidentiality and security of the Personal Data.

5.5. Upon the Customer's written request, Affise shall make available information necessary to demonstrate compliance with the obligations laid down in the Data Protection Legislation and this DPA, provided that (i) the requested information is in Affise's possession or control and (ii) the Customer has no other reasonable means of obtaining such information.

5.6. Upon the Customer's written request, Affise shall provide the Customer with information necessary to demonstrate Affise's compliance with this DPA in the form of (i) responses to a reasonable written questionnaire submitted by the Customer and/or (ii) inspection of documentation reasonably required to demonstrate Affise's compliance.

5.7. Affise shall adhere to clauses 5.5 and 5.6 only to the extent which is not contrary to the law and/or Affise's confidentiality obligations given to its partners or other customers.

5.8. At the request of the Customer as well as at the Customer's sole cost and expense, Affise shall allow for and contribute to audits, including inspections, related to Processing of the Personal Data under this DPA and conducted by the Customer or an auditor mandated by the Customer not more than once a year and solely for the purposes of meeting its audit requirements pursuant to applicable Data Protection Legislation. To request an audit, the Customer must submit a detailed audit plan at least one month prior to the proposed audit date describing the proposed scope, duration and start date of the audit. Audit requests must be sent to privacy@affise.com. The Customer or the auditor mandated by the Customer must execute a written confidentiality agreement acceptable to Affise before conducting the audit. The audit must be conducted during regular business hours, subject to Affise's policies, and may not unreasonably interfere with Affise's business activities. The Customer shall use (and ensure that each of its mandated auditor uses) its best efforts to avoid causing any damage, injury or disruption to Affise's premises, equipment, personnel and business while its (or auditor's) personnel is on those premises in the course of such an audit or inspection. Affise might deny access to its premises for the purposes of an audit or inspection stipulated by this clause 5.8 to (i) any individual unless he or she produces reasonable evidence of identity and authority, and (ii) any competitor of Affise.

5.9. Affise warrants that it will promptly notify the Customer regarding:

(i) any changes in the Laws which might affect Processing of the Personal Data provided for by this DPA,

(ii) any accidental or unauthorized access to the Personal Data Affise has received from the Customer,

(iii) any request received directly from the Data Subjects, including Data Subject Rights Requests, without responding to the request unless it has received prior written authorization to do so by the Customer,

(iv) any instruction of the Customer which, in Affise's opinion, infringes the GDPR or other EU or Member State data protection provisions.

5.10. If Processing or transfer of the Personal Data to a third country is required by the EU or Member State law to which Affise is subject (without documented instructions of the Customer), Affise shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

5.11. Taking into account the nature of Processing and the information available to Affise, Affise shall assist the Customer, in ensuring compliance with obligations pursuant to Art. 32 (Security of processing), Art. 33 (Notification of a personal data breach to the Supervisory Authority), Art. 34 (Communication of a personal data breach to the data subject), Art. 35 (Data protection impact assessment) and Art. 36 (Prior consultation) of the GDPR. For the avoidance of doubt, (i) if the Customer is required to do so under the Data Protection Legislation, Affise shall take reasonable measures to cooperate and assist the Customer in conducting a data protection impact assessment and related consultations with any Supervisory Authority to the extent the Customer does not otherwise have access to the relevant information and to the extent such information is available to Affise, at the Customer's expense, (ii) Affise shall notify the Customer without undue delay on becoming aware of a Personal Data Breach, provided that such breach is not caused by the Customer or Customer's personnel, and shall provide the Customer with information (to the extent in Affise's possession) to assist the Customer to meet any obligations to inform Data Subjects or Supervisory Authorities of the Personal Data Breach under the Data Protection Legislation, (iii) Affise shall provide reasonable assistance to the Customer in the cooperation or prior consultation with the Supervisory Authority to the extent required under the GDPR;

5.12. Taking into account the nature of Processing, Affise shall assist the Customer, at the Customer's cost, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the Data Subject's rights. The obligation of such assistance applies to Affise to the extent the Customer does not have access to the Personal Data necessary to respond to such requests through its access to and use of the Software. For the avoidance of doubt, the Customer is responsible for responding to Data Subject request for access, correction, restriction, objection, erasure or data portability of that Data Subject's Personal Data.

5.13. Affise (i) shall promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Legislation in respect of the Customer's Personal Data (unless prohibited by applicable law), and (b) shall not respond to that request except on the documented instructions of the Customer or as required by applicable laws. Notwithstanding the foregoing, Affise shall be permitted to respond (including through automated responses) to any such requests informing the Data Subject that his/her request has been received and/or with instructions to contact the Customer in the event that his/her request relates to the Customer.

6. SUB-PROCESSING

6.1. The Customer hereby consents to Affise appointing those companies listed at <https://affise.com/affise-data-subprocessors> as third party processors of the Personal Data under this DPA ("Subprocessors").

6.2. Affise shall contractually impose on the Subprocessors the same data protection obligations as imposed on Affise under this DPA. Subject to clause 8.1 of this DPA, Affise shall remain fully liable to the Customer for the performance of the Subprocessors' obligations.

6.3. In case of engagement of a new Subprocessor or replacing already existing Subprocessor, Affise shall notify the Customer by updating its list of Subprocessors accessible under the link stated

in clause 6.1 of this DPA and informing the Customer of the change via email or through the Customer's account in the Software. By doing so, Affise gives the Customer an opportunity to object to such changes. If, within 30 calendar days of receipt of that notice, the Customer objects in writing on reasonable grounds to the proposed changes, the Parties will work together to find a solution satisfying both Parties.

7. TERM OF THIS DPA AND OBLIGATIONS AFTER ITS TERMINATION/EXPIRATION

7.1. This DPA shall stay in force until the time when Processing of the Personal Data is no longer necessary in relation to the use of the Software under the Agreement. The term of this DPA shall not exceed the term of the Agreement.

7.2. Upon termination or expiration of the Agreement in accordance with the terms of the Agreement (including cases of expiration of trial period after which the Customer does not want to continue to access/use the Software subject to the terms and conditions of the End-User Agreement), Affise shall cease all Processing of the Customer's Personal Data and, at the Customer's choice, delete (or otherwise make unrecoverable and/or anonymized) or make available to the Customer for retrieval all relevant Customer's Personal Data in Affise's possession and delete existing copies, except as otherwise prohibited or allowed by any applicable law. Affise shall extend the protections of the Agreement and this DPA to any such Personal Data and limit any further Processing of such Personal Data to only those limited purposes that require the retention.

8. LIMITATION OF LIABILITY

8.1. Affise's aggregate liability, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of Affise means the aggregate liability of Affise under the Agreement and this DPA together. For the avoidance of doubt, Affise's total liability for all claims from the Customer arising out of or related to the Agreement and this DPA shall apply in the aggregate for all claims under both the Agreement and this DPA established under the Agreement.

9. MISCELLANEOUS

9.1. **Governing Law.** This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Republic of Cyprus.

9.2. If there is a conflict between the Agreement and this DPA, the terms of this DPA shall control as it relates to Processing of the Customer's Personal Data.

9.3. Nothing within this DPA relieves the Parties of their own direct responsibilities and liabilities under the Data Protection Legislation.

9.4. **Severance.** Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall either be (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

9.5. Notwithstanding anything to the contrary, the Parties hereby agree that this DPA shall be retroactively effective to the first day of the access and use of the Software in the event that (i) this DPA is signed later than the acceptance by the Customer of the Terms and Conditions of Use (for the free trial period) or the End-User Agreement (if the free trial period is omitted), and (ii) the Processing

of the Personal Data specified in clause 3.6 of this DPA occurs in the framework of such access/use of the Software from the first day of the access and use of the Software under the Agreement. For the avoidance of doubt, the sub-clauses (i) and (ii) above in this clause 9.5 apply cumulatively.

The Parties' authorized signatories have duly executed this DPA which become a binding part of the Agreement with effect from the later date set out below:

On behalf of the Customer:

Customer Full Legal Name:

Signatory Name:

Signatory Position:

Address:

Signature: _____

Date: _____

On behalf of Affise Technologies Ltd:

Signatory Name: Anna Olympiou

Signatory Position: Director

Address: 38 Spyrou Kyprianou, MAYFAIR BUSINESS CTR, CCS BUILDING, 2nd floor, Kato Polemidia, 4154, Limassol, Republic of Cyprus

Signature:  _____

Date: 02 January 2020

