

DATA PROCESSING AGREEMENT

Advanced Web Metrics Ltd (**AWM**) and the counterparty agreeing to these terms ("**Customer**") have entered into an agreement for the provision of the Processor Services (the "**Main Agreement**").

The purpose of this data processing agreement (the "**Agreement**") is to ensure that the Processing of Personal Data carried out by Advanced Web Metrics Ltd (AWM) on behalf of the Customer is in accordance with the Data Protection Laws, the Customer's instructions and what has otherwise been agreed between the parties. The Agreement constitutes an attachment to the Main Agreement and shall be signed at the same time as the Main Agreement.

If you are accepting these Data Processing Terms on behalf of Customer, you warrant that: (a) you have full legal authority to bind Customer to these Data Processing Terms; (b) you have read and understand these Data Processing Terms; and (c) you agree, on behalf of Customer, to these Data Processing Terms. If you do not have the legal authority to bind Customer, please do not accept these Data Processing Terms.

1. Definitions

Capitalized terms set out below shall have the meaning provided for under the Data Protection Laws. Any other terms used in the Agreement shall, unless otherwise stated, have the meaning set out in the Main Agreement.

"**Data Controller**" means a natural or legal person, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data, which under the Agreement is the Customer.

"**Data Processor**" means a natural or legal person, agency or other body which processes personal data on behalf of the data controller, which under the Agreement is AWM.

"**Data Protection Laws**" means, as applicable: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland)..

"**Data Subject(s)**" means the natural person(s) to whom Personal Data relates.

"**GDPR**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

"**Personal Data**" means any information relating to an identified or identifiable natural person which AWM processes on behalf of the Customer.

"**Personal Data Breach**" means a breach of security in which the processed personal data is unintentionally or unlawfully destroyed, lost, changed or viewed by an individual unauthorised to do so.

"**Processing**" means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring,

storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2. Obligations of the Customer

1. The Customer shall ensure that the Processing of Personal Data pursuant to the Agreement complies with the requirements under the Data Protection Laws. The Customer warrants that the Processing of Personal Data carried out by AWM is in accordance with the purpose for which the Personal Data has been collected.
2. It is the Customer's responsibility to ensure that AWM, at any time, is duly informed of the Customer's instructions regarding the Processing of the Personal Data. If the Customer provides additional instructions which deviate from the instructions that follow from the services provided under the Main Agreement, and such additional instructions require more from AWM than what is provided for in the Data Protection Laws, AWM shall consider, but is not obliged to, accept such instructions. All instructions provided by the Customer shall be in writing.

3. Obligations of AWM

3.1 General Obligations

1. AWM undertakes to only process Personal Data necessary for the performance of its obligations under the Main Agreement, the Agreement or specific and documented instructions provided by the Customer in connection with the conclusion of the Main Agreement, which has been approved by AWM. AWM may also process Personal Data in connection with the provision of additional services which from time to time may be ordered by the Customer.
2. Upon receipt of documented instructions, AWM shall, within a reasonable period of time, take appropriate measures to ensure that the Processing of Personal Data is carried out in accordance with the instructions. AWM is not responsible for any ambiguities in such instructions and is not required to take any action beyond what is expressly requested by the Customer. For such measures, and for Processing which is not explicitly specified by the Customer at the time of the conclusion of the Main Agreement and the Agreement, AWM shall be entitled to reasonable compensation.
3. AWM undertakes to ensure that any natural person acting under the authority of AWM, and who has access to Personal Data, is informed of the content of the Agreement and Processes the Personal Data only in accordance with the Agreement and the Customer's documented instructions.

3.2 Transfers Outside of the EU/EEA

1. AWM may not transfer Personal Data outside of the EU/EEA without prior written consent from the Customer. By signing this Agreement, the Customer approves and acknowledges that AWM may transfer Personal Data outside of the EU/EEA in connection with its use of Sub-Processors in accordance with the section "Engagement of Sub-Processors".
2. If transfers outside of the EU/EEA are allowed under applicable Data Protection Laws provided that certain relevant actions have been taken with the purpose of maintaining a sufficient level of security, and AWM presents proof that such relevant actions have been taken in accordance with the Data Protection Laws, the Customer may not deny such a transfer from being carried out.

3.3 Transfers to Third-Parties

1. AWM may not transfer Personal Data to third parties without prior written consent from the Customer, unless such transfer is required according to applicable law, court judgments or official orders. Notwithstanding the above, AWM is always entitled to transfer Personal Data to Sub-Processors in accordance with the section "Engagement of Sub-Processors" below.
2. If requested by any court and/or authority to disclose Personal Data or to take other action related to the Processing of Personal Data on behalf of the Customer, AWM shall be entitled to reasonable compensation for such measures taken. AWM shall also be entitled to reasonable compensation for other transfers of Personal Data to other parties than the Customer and for measures taken in relation to such transfers.

3.4 Engagement of Sub-Processors

1. By signing this Agreement, the Customer approves and acknowledges that AWM may engage subcontractors ("**Sub-Processors**") for the purpose of Processing Personal Data on behalf of the Customer. Any transfer of Personal Data to the Sub-Processors is made at AWM's risk and does not alter the allocation of responsibility between AWM and the Customer.
2. When engaging a Sub-Processor for the purpose of carrying out Processing of Personal Data, AWM undertakes to enter into an agreement with the Sub-Processor regarding the Processing activities, pursuant to which the Sub-Processor shall be bound by the same obligations as AWM is under this Agreement.

3.5 Technical and Organisational Measures

1. AWM is required to implement appropriate technical and organisational measures in accordance with the Data Protection Laws in order to ensure a level of security appropriate to the risk, including risks related to unauthorised access, destruction and alteration of Personal Data. AWM shall determine how such measures are to be implemented in order to reach an appropriate level of security.
2. If the Customer makes probable that new security measures are required or that existing security measures must be altered in order to achieve compliance with the legal requirements regarding an appropriate level of security, or in order to achieve compliance with any court judgments or official orders, the parties shall discuss in good faith the implementation of such new measures or alterations of existing measures. Any implementation of extended or additional security measures require that the parties have agreed in writing on such implementation. AWM is entitled to reasonable compensation for any extended or additional security measures taken.

3.6 Confidentiality

AWM undertakes not to disclose to any third party such information which AWM has received from the Customer in its capacity as Data Processor or any other such information which AWM Processes in its capacity as Data Processor on behalf of the Customer. AWM undertakes to ensure that all persons acting under the authority of AWM have undertaken to observe confidentiality in accordance with this Section 4.6. However, this confidentiality obligation shall not apply to:

1. information which is generally known or becomes generally known other than as a result of a breach of the Agreement;
2. information which was in AWM's possession prior to being provided to AWM under the Agreement;

3. information which AWM receives from any third party outside the scope of the Agreement; or
4. information which AWM is obliged to disclose under law or any court judgment.

3.7 Other Obligations

1. AWM is required to assist the Customer to a reasonable extent with appropriate technical and organisational measures for the fulfilment of the Customer's obligation to respond to requests from the Data Subjects regarding access to and rectification or erasure of Personal Data.
2. AWM must notify the Customer without undue delay after becoming aware of a Personal Data Breach, unless AWM is able to show that the Personal Data Breach is unlikely to result in a risk to the rights and freedoms of natural persons. AWM shall assist the Customer to a reasonable extent by providing information necessary for the fulfilment of the Customer's obligation to notify relevant supervisory authority of a Personal Data Breach and, when applicable, the Customer's obligation to communicate the Personal Data Breach to the affected Data Subjects.
3. AWM is required to assist the Customer to a reasonable extent in connection with any data protection impact assessments and prior consultation carried out by the Customer, as well as to assist in any investigations carried out by the competent supervisory authority regarding a Personal Data Breach.
4. AWM is entitled to reasonable compensation for any measures taken in relation to the obligations set out in Section 3.7.

4. Audits

Upon a thirty (30) day written notice and at the Customer's expense, the Customer or any third party auditor mandated by the Customer (the "**Auditor**") shall have the right to audit, including inspections, AWM's Processing of Personal Data for the purpose of verifying compliance with the Agreement. AWM undertakes to make available to the Customer or the Auditor all information necessary to demonstrate compliance with AWM's obligations and allow for and assist in the audits carried out by the Customer or the Auditor. Audits and inspections shall be carried out on business days between 9 a.m. and 4 p.m Central European Time.

5. Term and Termination

This Agreement enters into force upon the date of signature by both parties and remains in force for as long as AWM Processes Personal Data on behalf of the Customer. Provisions regarding termination are set out in the Main Agreement.

Unless the Customer explicitly instructs AWM to return the Personal Data Processed, AWM shall, upon termination of the Agreement, delete all the Personal Data Processed by AWM on behalf of the Customer and delete existing copies, unless Union or Member State Law require storage of the Personal Data. Any request for the return of the Personal Data must be in writing and shall be provided to AWM at the latest in connection with termination or expiration of the Main Agreement.

6. Governing Law and Disputes

The Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Agreement or its subject matter or formation.