

DATA PROCESSING AGREEMENT

Advanced Web Metrics Sweden AB (**AWM**) also trading as Verified Data, and the counter party 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 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.

"**Customer Personal Data**" means Personal Data processed by Processor on behalf of Customer under the 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. Except where AWM acts as an independent controller under applicable Data Protection Laws (including for account administration, billing, security, fraud prevention, legal compliance, and service improvement), AWM acts solely as a processor on behalf of the Customer.

"**Data Protection Laws**" means all applicable laws relating to privacy, data protection, and the processing of Personal Data, including where applicable:

- (a) Regulation (EU) 2016/679 (GDPR);
- (b) the UK GDPR and UK Data Protection Act 2018;
- (c) the Swiss Federal Act on Data Protection (FADP);

and

(d) any implementing or supplementary legislation.

“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 shall process Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or international organisation, unless required to do so by applicable law. In such a case, AWM shall inform the Customer of that legal requirement before processing unless prohibited by law.

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.
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. Where Personal Data is transferred outside the EU/EEA, UK, or Switzerland, AWM shall implement appropriate safeguards in accordance with applicable Data Protection Laws, including Standard Contractual Clauses, adequacy decisions, or other lawful transfer mechanisms.

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.

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. AWM shall maintain an up-to-date list of Sub-Processors. Customers will be notified of material changes to Sub-Processors at least thirty (30) days in advance. The Customer may object on reasonable data protection grounds.
3. 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 shall implement and maintain appropriate technical and organisational security measures designed to:

- ensure the confidentiality, integrity, availability, and resilience of processing systems and services;
 - protect Customer Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access;
 - restore availability of Customer Personal Data in a timely manner following an incident; and
 - regularly test and evaluate the effectiveness of security measures.
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.

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:

- information which is generally known or becomes generally known other than as a result of a breach of the Agreement;
- information which was in AWM's possession prior to being provided to AWM under the Agreement;
- information which AWM receives from any third party outside the scope of the Agreement; or
- information which AWM is obliged to disclose under law or any court judgment.

3.7 Other Obligations

1. AWM shall provide reasonable assistance to the Customer in fulfilling obligations relating to Data Subject rights requests under applicable Data Protection Laws.
2. AWM shall notify the Customer without undue delay and, where feasible, within seventy-two (72) hours after becoming aware of a Personal Data Breach affecting Customer Personal Data.
3. AWM will 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. To the extent Customer requests assistance beyond AWM's standard obligations under applicable Data Protection Laws or the Services, AWM may charge reasonable fees based on time and materials.

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 shall:

- occur no more than once annually unless required following a security incident;
- be subject to reasonable confidentiality obligations;
- avoid disruption to AWM operations;
- be limited to information relevant to Customer Personal Data; and
- where appropriate, be satisfied through third-party audit reports, certifications, or security documentation.

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 retention is required by applicable law.

6. Governing Law and Disputes

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

Annex 1: Sub-Processors

AWM shall provide at least thirty (30) days' prior notice of material changes to Sub-Processors.

Customer may object on reasonable data protection grounds.

Vendor name: Amazon Web Services EMEA SARL

Purpose: Cloud infrastructure hosting, data storage, application hosting, networking, security, backup, and related infrastructure services supporting the SaaS platform.

Hosting region: EU, Ireland

Transfer mechanism: EU/EEA processing. Where transfers outside the EU/EEA occur, transfers are protected through the EU Standard Contractual Clauses (SCCs) and supplementary safeguards implemented by AWS

Vendor name: Stripe Payments Europe, Limited

Purpose: Payment processing, billing, subscription management, fraud prevention, and related financial transaction services.

Hosting region: EU, Ireland

Transfer mechanism: EU Standard Contractual Clauses (SCCs) where applicable.

Vendor name: Google's Sensitive Data Protection (formerly Cloud DLP)

Purpose: Used for redacting personally identifiable information (PII) from analytics logs. Discovers, classifies, and de-identifies sensitive data.

Hosting region: Global

Transfer mechanism: EU Standard Contractual Clauses (SCCs) and other lawful transfer mechanisms implemented by Google where international transfers occur.