DATA PROCESSING AGREEMENT /ADDENDUM

This Data Processing Agreement ("**DPA**") is made and entered into as of the date of the last signature below and forms part of the applicable services or license agreement (the "**Agreement**") entered by and between Applicaster Ltd. and its subsidiaries and affiliates , (**"Applicaster"**, **"Us"**, **"We", "Our", "Service Provider" or "Data Processor"**) and You (as defined below). You acknowledge that you, on behalf of [_____] incorporated under [_____] law, withits principal offices located at [_____] ("**Organization**") (collectively, **"You", "Your", "Customer", or "Data Controller"**) have read and understood and agree to comply with this DPA, and are entering into a binding legal agreement with Applicaster to reflect the parties' agreement with regard to the Processing of Personal Data (as such terms are defined below) of as-applicable individuals. Both parties shall be referred to as the "**Parties**" and each, a "**Party**".

WHEREAS, Applicaster shall provide the services set forth in the Agreement (collectively, the "Services") for Customer, as described in the Agreement; and; and

WHEREAS, In the course of providing the Services pursuant to the Agreement, we may process Personal Data on your behalf, in the capacity of a "Data Processor"; and the Parties wish to set forth the arrangements concerning the processing of Personal Data within the context of the Services and agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

NOW THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the parties, intending to be legally bound, agree as follows:

1. INTERPRETATION AND DEFINITIONS

1.1 The headings contained in this DPA are for convenience only and shall not be interpreted to limit or otherwiseaffect the provisions of this DPA. References to clauses or sections are references to the clauses or sections of this DPA unless otherwise stated. Capitalized terms not defined herein shall have the meanings assigned to such terms in the Agreement.

Definitions:

(a) **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(b) "**Applicaster**" means the relevant Applicaster entity of the following Applicaster legal entities: (i) Applicaster Ltd;(ii) Applicaster Inc.; or (iii) Applicaster UK LTD.

(c) "**Applicaster Group**" means Applicaster and its Affiliates engaged in the Processing of Personal Data.

(d) "**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws and Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Applicaster, but has not signed its own agreement with Applicaster and is not a "Customer" as defined under the Agreement.

(e) **"Controller" or "Data Controller"** means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include the Organization and/or the Organization's Authorized Affiliates.

(f) **"Member State"** means a country that belongs to the European Union and/or the European Economic Area. "**Union**" means the European Union.

(g) **"Data Protection Laws and Regulations"** means all laws and regulations of the European Union, the European Economic Area and their Member States, including the GDPR, the UK GDPR, and the Israeli Privacy Protection Law, 5741–1981 and the regulations promulgated thereunder (including Privacy Protection Regulations (Transfer of Data to Databases Abroad), 5761-2001 and Privacy Protection Regulations (Data Security), 5777-2017), and any binding instructions, guidelines and requirements of the Israeli Privacy Protection Authority, as applicable to the Processing of Personal Data under the Agreement.

(h) **"Data Subject"** means the identified or identifiable person to whom the Personal Data relates.

(i) "**GDPR**" means the 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 (General Data Protection Regulation).

(j) **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by referenceto an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(k) **"Process(ing)"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(l) **"Processor" or "Data Processor"** means the entity which Processes Personal Data on behalf of the Controller.

(m) **"Security Documentation"** means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via https://www.applicaster.com/privacy-security or as otherwise made reasonably available by Applicaster.

(n) **"Standard Contractual Clauses" or "SCCs"** means (i) the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out in Regulation (EU) 2016/679 of the European Parliament and of the Council from June 4, 2021, as available here, as updated, amended, replaced or superseded from time to time by the European Commission; or (ii) where required from time to time by a supervisory authority for use with respect to any specific restricted transfer, any other set of contractual clauses or other similar mechanism approved by such Supervisory Authority or by Applicable Laws for use in respect of such Restricted Transfer, as updated, amended, replaced or superseded from time to time by such Regulatory Authority or Data Protection Laws and Regulations**;**

(o) **"Sub-processor"** means any Processor engaged by Applicaster and/or Applicaster Affiliate to Process Personal Data on behalf of Applicaster.

(p) "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

(q) "**UK GDPR**" means the Data Protection Act 2018, as updated, amended, replaced or superseded from time to time by the ICO.

(r) **"UK Standard Contractual Clauses" or "UK SCCs"** means the standard contractual clauses for the transfer of Personal Data to Data processors established in third countries which do not ensure an adequate level of protection as set out by the ICO, as available here, as updated, amended, replaced or superseded from time to time by the ICO.

2. PROCESSING OF PERSONAL DATA

2.1 The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Customer is the Data Controller, (ii) Applicaster is the Data Processor and that (iii) Applicaster or members of the Applicaster Group may engage Sub-processors pursuant to the requirements set forth in Section 5 ("**Authorization Regarding Sub-Processors**") below. For clarity, this DPA shall not apply with respect to Applicaster processing activity as a Data Controller with respect to Applicaster data as

defined in the Agreement. Any anonymized, statistical, de-identified and/or aggregated data derived from the usage of the Services (e.g., metadata, aggregated, analytics information) ("Aggregated Data") will be used for research, analysis, service improvement, development purposes, and/or for statistical analysis. Such Aggregated Data is the sole and exclusive property of Applicaster.

2.2 Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall ensure that it has any and all required legal bases in order to collect, Process and transfer to Data Processor the Personal Data and to authorize the Processing by Data Processor of the Personal Data which is authorized in this DPA.

2.3 Subject to the Agreement, Data Processor shall Process Personal Data in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and this DPA and to provide the Services; (ii) Processing for Customer to be able to use the Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; (iv) Processing as required by Union or Member State law to which Data Processor is subject; in such a case, Data Processor shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

2.4 To the extent that Data Processor cannot comply with a request from Customer and/or its authorized users (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind), (i) Data Processor shall inform Customer, providing relevant details of the problem, (ii) Data Processor may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing such data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Data Processor all the amounts owed to Data Processor or due before the date of termination. Customer will have no further claims against Data Processor (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below). Applicaster will not be liable in the event of any claim brought by a third party, including, without limitation, aData Subject, arising from any act or omission of Applicaster, to the extent that such is a result of Customer's instructions.

2.5 **Details of the Processing.** The subject-matter of Processing of Personal Data by Data Processor is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.

3. **RIGHTS OF DATA SUBJECTS.** Data Processor shall, to the extent legally permitted, promptly notify Customer if Data Processor receives a request from a Data Subject to exercise the Data Subject's right as laid down in Chapter III of the GDPR ("Data Subject Request"). Data Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Data Processor's provision of such assistance.

4. **APPLICASTER PERSONNEL**

4.1 Data Processor shall grant access to the Personal Data to persons under its authority (including, without limitation its personnel) only on a need to know basis and ensure that its personnel engaged in the Processing of Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 Data Processor may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable Data Protection Laws and Regulations (in such a case, Data Processor shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to its legal counsel(s), data protection advisor(s) and accountant(s).

5. **AUTHORIZATION REGARDING SUB-PROCESSORS**

5.1 Customer hereby gives a general authorization for Applicaster to appoint Sub-processors. Customer acknowledges and agrees that (a) Data Processor's Affiliates may be used as Sub-processors; and (b) Data Processor and/or Data Processor's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services.

5.2 Applicaster's current list of Sub-processors is available here: https://www.applicaster.com/privacy-security ("**Sub-processor List**"). The Sub-processor List as of the date of execution of this DPA, or as of the date of publication (as applicable), is hereby, or shall be (as applicable), authorized by Customer. Customer may subscribe to notifications of new Sub-processors, via gdpr@applicaster.com, and if Customer subscribes, Data Processor shall provide notification of any new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.

5.3 Customer may reasonably object to Data Processor's use of a new Sub-processor for reasons related to the GDPR by notifying Data Processor promptly in writing within three (3) business days after receipt of Data Processor's notice in accordance with the mechanism set out in Section 5 and such written objection shall include the reasons related to the GDPR for objecting to Data Processor's use of such new Sub-processor. Failure to object to such new Sub-processor in writing within three (3) business days following Data Processor's notice shall be deemed as acceptance of the new Sub-Processor. In the event Customer reasonably objects to a new Sub-processor, as permitted in the preceding sentences, Data Processor will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If Data Processor is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may, as a sole remedy, terminate the applicable Agreement and this DPA with respect only to those Services which cannot be provided by Data Processor without the use of the objected-to new Sub-processor by providing written notice to Data Processor provided that all amounts due under the Agreement before the termination date with respect to the Processing at issue shall be duly paid to Data Processor. Until a decision is made regarding the new Sub-processor, Data Processor may temporarily suspend the Processing of the affected Personal Data. Customer will have no further claims against Data Processor due to the termination of the Agreement (including, without limitation, requesting refunds) and/or the DPA in the situation described in this paragraph.

5.4 This Section 5 shall not apply to subcontractors of Applicaster which provide ancillary services to support the performance of the DPA. This includes, for example, telecommunication services, maintenance and user service, cleaning staff, or auditors.

6. SECURITY

6.1 Taking into account the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Data Processor shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Data Processor regularly monitors compliance with these measures. Upon the Customer's request, Data Processor will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Data Protection Laws taking into account the nature of the processing and the information available to Data Processor.

6.2 Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Data Processor shall make available to Customer that is not a competitor of Data Processor (or Customer's independent, third- party auditor that is not a competitor of Data Processor) a copy of Data Processor's then most recent third- party audits or certifications, as applicable (provided, however, that such audits, certifications and the results therefrom, including the documents reflecting the outcome of the audit and/or the certifications, shall only be used by Customer to assess compliance with this DPA and/or with applicable Data Protection Laws and Regulations, and shall not be used for any other purpose or disclosed to any third party without Data Processor'sprior written approval and, upon Data Processor's first request, Customer shall return all records or documentation in Customer's possession or control provided by Data Processor in the context of the audit and/or the certification). At Customer's costs and expenses, Data Processor shall allow for and contribute to audits, including inspections of Data Processor's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Data Processor) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, nothing in this DPA will require Applicaster either to disclose to Customer (and/or its authorized auditors), or provide access to: (i) any data of any other customer of Applicaster; (ii) Applicaster's internal accounting or financial information; (iii) any trade secret of Applicaster; or (iv) any information that, in Applicaster's sole reasonable discretion, could compromise the security of any of Applicaster's systems or premises or cause Applicaster to breach obligations under any applicable law or its obligations to any third party.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

Data Processor shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data transmitted, stored or otherwise Processed by Data Processor of which Data Processor becomes aware (a "**Personal Data Incident**"). Data Processor shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Data Processor

deems necessary and reasonablein order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Data Processor's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations). Data Processor's notification of or response to a Personal Data Incident under this Section 7 will not be construed as an acknowledgement by Data Processor of any fault or liability with respect to the Personal Data Incident.

8. **RETURN AND DELETION OF PERSONAL DATA**

Subject to the Agreement, Data Processor shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to processing and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Data Processor may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Data Processor's customers.

9. **AUTHORIZED AFFILIATES**

9.1 The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Data Processor. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

9.2 The Customer shall remain responsible for coordinating all communication with Data Processor under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. **OTHER PROVISIONS**

10.1 .

11. **Transfer mechanisms for data transfers.**

11.1 Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "**EEA**") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("**Adequacy Decisions**"), without any further safeguard being necessary.

11.2 If the Processing of Personal Data includes transfers from the EEA or the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("**Other Countries**"), the Parties shall comply with the below terms shall apply:

a) With respect to the EU transfers of Personal Data, Customer as a Data Exporter (as defined in the SCCs) and Applicaster on behalf of itself and each Applicaster Affiliate (as applicable) as a Data Importer (as defined in the SCCs) hereby enter into the Standard Contractual Clauses set out in **Schedule 2**. To the extent that there is any conflict or inconsistency between the terms of the Standard Contractual Clauses and the terms of this DPA, the terms of the Standard Contractual Clauses shall take precedence.

b) With respect to the UK transfers of Personal Data (from the UK to other countries which have not been subject to a relevant Adequacy Decision), Customer as a Data Exporter (as defined in the SCCs) and Applicaster on behalf of itself and each Applicaster Affiliate (as applicable) as a Data Importer (as defined in the SCCs), hereby enter into the UK Standard Contractual Clauses set out in **Schedule 2**.

11.3 **TERMINATION.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which theServices are provided. Sections 2.2, 2.4, 8 and 12 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. **RELATIONSHIP WITH AGREEMENT.** In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, theprovisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (A) Applicaster's (including Applicaster's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification

obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Applicaster under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (B) In no event will Applicaster and/or Applicaster Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (i) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Applicaster, Applicaster Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

13. **AMENDMENTS.** This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

14. **LEGAL EFFECT.** This DPA shall only become legally binding between Customer and Data Processor when the formalities steps set out in the Section "INSTRUCTIONS ON HOW TO EXECUTE THIS DPA" below have been fully completed. Applicaster may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating to this DPA or the Agreement. Any Applicaster obligation hereunder may be performed (in whole or in part), and any Applicaster right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Applicaster.

15. **SIGNATURE**

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound bythis DPA.

You, as the signing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Applicaster.

By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permittedunder applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates,if and to the extent that Applicaster processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

This DPA has been pre-signed on behalf of Applicaster.

Instructions on how to execute this DPA.

1. To complete this DPA, you must complete the missing information; and
2. Send the completed and signed DPA to us by email, indicating the Customer's Account Number, to gdpr@applicaster.com.

List of Schedules

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**
- **SCHEDULE 2 – STANDARD CONTRACTUAL CLAUSES**

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER:

Signature:
Customer Legal Name:
Print Name:
Title:
Date:

APPLICASTER LTD **APPLICASTER INC.** **APPLICASTER UK LTD:**

Signature:
Print Name: Ido Hadari
Title:
Officer Date:

Signature:
Print Name: Ido Hadari
Title:
Officer Date

Signature:
Print Name: Ido Hadari
Title:
Officer Date:

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter. Data Processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing

1. Providing the Service(s) to Customer and improving the Service(s).
2. For Customer to be able to use the Services.
3. Performing the Agreement, this DPA and/or other contracts or agreements executed by the Parties.
4. Providing support and technical maintenance, if agreed in the Agreement.
5. Enforcing the Agreement, this DPA and/or defending Data Processor's rights.

Duration of Processing. Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Data Processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data. Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Password, name and email address
- Any other Personal Data or information that the Customer decides to provide to the Data Processor or the Services

For the avoidance of doubt, the log-in details to Applicaster's platform are subject to Applicaster's privacy policy available here: https://www.applicaster.com/privacy-security and not to this DPA.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Users authorized by Customer to use the Services
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Users of the Customer's service/product/application/website (as applicable)

The frequency of the transfer .

Continuous basis

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

As described in this DPA and/or the Agreement

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As detailed in https://www.applicaster.com/privacy-security

SCHEDULE 2 - STANDARD CONTRACTUAL CLAUSES

EU SCCs. If the Processing of Personal Data includes transfers from the EEA to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Chapter V of the GDPR. The Parties hereby agree to execute the Standard Contractual Clauses as follows:

a) The Standard Contractual Clauses (Controller-to-Processor) will apply with respect to restricted transfers between Customer and Applicaster that are subject to the EU GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Applicaster (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall not be applicable; (iv) In Clause 13: the relevant and applicable option for the Customer shall apply here (as instructed and informed by the Customer to Applicaster); (v) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland; and (vi) In Clause 18(b) the Parties choose the courts of Ireland, as their choice of forum and jurisdiction.

c) Annex I.A: With respect to Module Two: (i) Data Exporter is Customer as a data controller and (ii) the Data Importer is Applicaster as a data processor. Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.

e) Annex I.C of the Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the Irish supervisory authority.

f) Annex II of the Standard Contractual Clauses shall be completed as described and agreed between the parties in the Agreement and/or this DPA.

g) Annex III of the Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in https://www.applicaster.com/privacy-security.

UK SCCs. If the Processing of Personal Data includes transfers from the UK to countries which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision, the Parties shall comply with Article 45(1) of the UK GDPR and Section 17A of the Data Protection Act 2018. The Parties hereby agree to execute the UK Standard Contractual Clauses as follows:

a) The UK Standard Contractual Clauses (Controller-to-Processor) will apply with respect to restricted transfers between Customer and Applicaster that are subject to the UK GDPR.

b) The Parties agree that for the purpose of transfer of Personal Data between Customer (as Data Exporter) and Applicaster (as Data Importer), the following shall apply: (i) Clause 7 of the Standard Contractual Clauses shall be not applicable; (ii) In Clause 9, option 2 shall apply and the method described in Section 5 of the DPA (Authorization Regarding Sub-Processors) shall apply; (iii) Clause 11 of the Standard Contractual Clauses shall not be applicable; (iv) In Clause 17, option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of England and Wales; and (v) In Clause 18(b) the Parties choose the courts of England and Wales. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts, as their choice of forum and jurisdiction. Which Parties may end this Addendum as set out in Section 19: Importer and/or Exporter, in accordance with the agreed terms of the DPA.

c) Annex I.A: With respect to Module Two: Data Exporter is Customer as a data controller and the Data Importer is Applicaster as a data processor. Data Exporter and Data Importer Contact details: As detailed in the Agreement. Signature and Date: By entering into the Agreement and this DPA, each Party is deemed to have signed these UK Standard Contractual Clauses incorporated herein, including their Annexes, as of the Effective Date of the DPA.

d) Annex I.B of the UK Standard Contractual Clauses shall be completed as described in Schedule 1 (Details of the Processing) of this DPA.

e) Annex I.C of the UK Standard Contractual Clauses shall be completed as follows: The competent supervisory authority is the ICO supervisory authority.

f) Annex II of the UK Standard Contractual Clauses shall be completed as described and agreed between the parties in the Agreement and/or this DPA.

g) Annex III of the UK Standard Contractual Clauses shall be completed with the authorized sub-processors detailed in https://www.applicaster.com/privacy-security.