

Data Processing Addendum

This Data Processing Addendum ("DPA") forms part of the PartnerTap Master Subscription Agreement or other applicable written agreement ("MSA") between PartnerTap, Inc. ("PartnerTap") and the legal entity set forth on the Order Form to which the MSA relates ("Customer"). All capitalized terms not defined in this DPA shall have the meanings set forth in the MSA.

1. Definitions.

- 1.1 "CCPA" means Title 1.81.5 California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100–1798.199), as amended by the California Privacy Rights Act of 2020 ("CPRA").
- 1.2 "Customer Personal Data" means Personal Data that is provided by or on behalf of Customer and/or its Authorized Users that is processed by PartnerTap on behalf of Customer in the course of providing the Service.
- 1.3 "Data Protection Laws" means all data protection and privacy laws applicable to the processing of Customer Personal Data under the MSA to the extent applicable to the performance of either party's obligations under this DPA.
- 1.4 "EEA" means the European Economic Area.
- 1.5 "EU 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 (General Data Protection Regulation).
- 1.6 "GDPR" means, as applicable: (a) the EU GDPR; and/or (b) the UK GDPR.
- 1.7 "Sell" or "Sale" means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing or by electronic or other means, Customer Personal Data to a third party for monetary or valuable consideration.
- 1.8 "Standard Contractual Clauses" means Standard Contractual Clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and the Council approved by European Commission Implementing Decision (EU) 2021/914 of 4 June 2021, as currently set out at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.
- 1.9 "UK GDPR" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, and applicable secondary legislation made under that Act.
- 1.10 The terms "Business", "Consumer", "Controller", "Data Subject", "Processor", "Process/Processing", "Personal Data", "Personal Data Breach", "Service Provider", "Subprocessor", and "Supervisory Authority" have the meanings given to them in applicable Data Protection Laws.
- 1.11 "UK Addendum" means the UK International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as currently set out at <https://ico.org.uk/media2/migrated/4019539/international-data-transfer-addendum.pdf>.

2. Scope of this DPA.

- 2.1 This DPA applies where and only to the extent that PartnerTap processes Customer Personal Data on behalf of Customer in the course of providing the Service to the Customer pursuant to the MSA.

3. Purpose of Processing Customer Personal Data.

- 3.1 Role of the Parties. The parties agree that Customer is the Controller of Customer Personal Data and PartnerTap is the Processor of Customer Personal Data in the course of providing the Service.
- 3.2 Customer as Controller of Customer Personal Data. Customer agrees that as Controller (i) it will comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Customer Personal Data and any processing instructions it issues to PartnerTap and that the Processing of Customer Personal Data in accordance with the Customer's instructions will not cause PartnerTap to be in breach of any relevant law; and (ii) it has obtained all necessary consents and provided all necessary notifications required by Data Protection Law to allow Customer to disclose, provide, and make available Customer Personal Data to PartnerTap for PartnerTap to Process Customer Personal Data pursuant to the MSA and this DPA.
- 3.3 Customer Instructions. PartnerTap will process Customer Personal Data only (i) for the purpose of providing the Service and in accordance with Customer's documented lawful instructions as set forth in the MSA and this DPA; (ii) as part of the direct business relationship between Customer and PartnerTap; or (iii) as permitted by law. PartnerTap will inform Customer if, in its opinion, Customer's processing instruction infringes applicable Data Protection Laws, it being acknowledged that PartnerTap is not under any obligation to undertake additional work, screening, or legal assessment to determine whether Customer's instructions are compliant with Data Protection Law. The parties agree that the Customer's complete and final instructions with regard to the nature and purposes of the processing are set out in this DPA. PartnerTap certifies that it understands the restrictions in this Section and will comply with them.
- 3.4 Details of Data Processing.
 - 3.4.1 Subject matter: The subject matter of the data processing under this DPA is Customer Personal Data.
 - 3.4.2 Duration of the processing: As between PartnerTap and Customer, the duration of the data processing under this DPA is the Subscription Term.
 - 3.4.3 Purpose of the processing: Performance of the Service.
 - 3.4.4 Nature of the processing: PartnerTap will use and otherwise process Customer Personal Data only in accordance with Customer's documented instructions and as described and subject to the terms of the MSA and this DPA.
 - 3.4.5 Categories of data subjects: The Data Subjects may include Customer's customers, Customer's prospective customers, Customer's suppliers, Customer's business partners, and Customer's business contacts.
 - 3.4.6 Types of Customer Personal Data: Personal data processed under this DPA includes Customer Personal Data.
- 3.5 Disclosure of Customer Personal Data. Unless otherwise provided for in this DPA, PartnerTap will not disclose to any third party any Customer Personal Data, except, in each case, as necessary to maintain or provide the Services, or as necessary to comply with the law or a valid and binding order of a governmental body (such as a subpoena or court order).

4. Data Transfers.

- 4.1 Data Storage and Processing Facilities. As part of providing the Service, including support services, PartnerTap may access Customer Personal Data anywhere in the world where PartnerTap or its Subprocessors maintain data processing operations. PartnerTap will at all times provide an adequate level of protection for the Customer Personal Data processed in accordance with the requirements of applicable Data Protection Laws.
- 4.2 Cross-Border Transfers. Where the transfer of Customer Personal Data is from the EEA, Switzerland or the United Kingdom to a territory which has not been recognized by the European Commission as providing an adequate level of protection for Customer Personal Data on the basis of Article 45 GDPR (or in the case of transfers from the United Kingdom, by the United Kingdom Government), PartnerTap agrees to process that Customer Personal Data in compliance with the provisions (a) with respect to the EEA and/or Switzerland, in the Standard Contractual Clauses (Module Two – Controller to Processor), and/or (b) with respect to the UK, in the UK Addendum, which are incorporated into the DPA by reference.
- 4.3 Appendix to the Standard Contractual Clauses. The Appendix to the Standard Contractual Clauses shall be completed as follows:
 - 4.3.1 The contents of Sections A to C of Schedule 1 hereto shall form Annex I to the Standard Contractual Clauses;
 - 4.3.2 The contents of Section D of Schedule 1 hereto shall form Annex II to the Standard Contractual Clauses; and
 - 4.3.3 The contents of Section E of Schedule 1 hereto shall form Annex III to the Standard Contractual Clauses.
- 4.4 UK Addendum. The UK Addendum shall be completed as follows:
 - 4.4.1 The Customer will be the data exporter, and PartnerTap the data importer;
 - 4.4.2 The start date for transfers in Table 1 of Part One of the UK Addendum shall be the Order Effective Date unless otherwise agreed by the Parties.
 - 4.4.3 The contents of Schedule 1 hereto shall be used to complete Tables 1 to 3 of Part One of the UK Addendum, and with no requirement for additional signature.
 - 4.4.4 For the purposes of Table 4 of Part One of the UK Addendum, Importer may end the UK Addendum as set out in Section 19 thereto.
5. **Subprocessing.**
 - 5.1 Authorized Subprocessors. Customer hereby consents and agrees that in order to provide the Service, PartnerTap may engage Subprocessors to process Customer Personal Data. PartnerTap's current list of its authorized Subprocessors is as currently set forth at <https://partnertap.com/msa/>.
 - 5.2 Subprocessor Obligations. Where PartnerTap authorizes a Subprocessor,
 - 5.2.1 Access to Customer Personal Data will be limited only to what is necessary to assist PartnerTap in providing or maintaining the Service, and Subprocessor will be prohibited from accessing Customer Personal Data for any other purpose;
 - 5.2.2 PartnerTap will enter or has already entered into a written agreement with the Subprocessor imposing data protection terms that require the Subprocessor to protect the Customer Personal Data to the standard required by applicable Data Protection Laws; and
 - 5.2.3 PartnerTap will remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Subprocessor that cause PartnerTap to breach any of its obligations under this DPA.Upon request and subject to any pre-existing confidentiality obligations, PartnerTap will provide Customer with all the relevant information it reasonably can in connection with its applicable Subprocessor agreements when required to satisfy Customer's obligations under applicable Data Protection Laws.
 - 5.3 Subprocessor Updates. PartnerTap will provide Customer with a thirty (30) days prior notice in writing or on its website if it intends to make any changes to its Subprocessors. Customer may, within the thirty (30) day period, object in writing to PartnerTap's appointment of a new Subprocessor, provided that such objection is based on reasonable grounds relating to the processing of Customer Personal Data by the new Subprocessor. In such event, the parties will discuss such objection in good faith with a view to achieve resolution. If this is not possible, Customer may suspend or terminate the MSA (without prejudice to any fees incurred by Customer prior to suspension or termination). If PartnerTap does not receive an objection from the Customer within the thirty (30) day objection period, Customer will be deemed to have consented to the appointment of the new Subprocessor.
6. **Security Measures and Personal Data Breach Response.**
 - 6.1 Security Measures. PartnerTap has implemented and will maintain commercially reasonable technical and organizational security measures to protect Customer Personal Data from a Personal Data Breach and to preserve the security, confidentiality, and integrity of Customer Personal Data PartnerTap processes on behalf of data exporter in providing the Service, as described in the SOC2 report, information security policies, and supplemental documentation for security, including the Security FAQ, currently set out at <https://trust.partnertap.com/> ("Security Measures").
 - 6.2 Updates to Security Measures. Customer has carried out its own review of the information made available by PartnerTap relating to data security and has made an independent determination that the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that PartnerTap may update or modify the Security Measures from time to time provided that such updates and modifications do not materially decrease the overall security of the Services purchased by the Customer.
 - 6.3 Customer Responsibilities. Without prejudice to PartnerTap's obligations under this DPA, and elsewhere in the MSA, Customer is responsible for its secure use of the Service, including: (i) protecting account authentication credentials; (ii) protecting the security of Customer Personal Data when in transit to and from the Service; and (iii) implementing measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident.
 - 6.4 Personal Data Breach. In the event of a Personal Data Breach, PartnerTap will inform Customer, including via email, without undue delay of a confirmed Personal Data Breach and take reasonable steps to identify, prevent, remedy, and mitigate the effects of the Personal Data Breach and to remedy the Personal Data Breach to the extent such remediation is within PartnerTap's reasonable control. A notification by PartnerTap to the Customer of a Personal Data Breach under this DPA is not and will not be construed as an acknowledgement by PartnerTap of any fault or liability of PartnerTap with respect to

the Personal Data Breach. PartnerTap will reasonably cooperate with Customer as required to fulfil Customer's obligations under Data Protection Laws.

7. Audits.

7.1 Customer Audit Rights. Customer acknowledges that PartnerTap is regularly audited against SOC 2 standards by independent third-party auditors. Upon request, PartnerTap shall supply a summary copy of its audit report(s) and certifications to Customer, which reports shall be subject to the confidentiality provisions of the MSA. To the extent Customer's audit requirements under applicable Data Protection Laws cannot reasonably be satisfied through PartnerTap's relevant audit reports and certifications, documentation, or compliance information PartnerTap makes generally available to its customers or through reasonably written audit questions, which Customer may request no more than once per calendar year, PartnerTap will promptly respond to Customer's additional audit requests. Before the commencement of an audit, Customer and PartnerTap will mutually discuss any additional audits reasonably required by Customer and agree upon the scope, timing, duration, and control and evidence requirements, and which shall be conducted in a manner that is not disruptive to PartnerTap's business operations. Neither Customer nor its third-party auditors, if any, shall have access to any data from PartnerTap's other customers or to PartnerTap systems or facilities not involved in the processing of Customer Personal Data and shall not cause PartnerTap to breach any obligation of confidentiality to a third party, whether imposed by regulation or contract. Customer is responsible for all costs and expenses related to such audit, including all reasonable costs and expenses for any and all time PartnerTap expends for any such audit.

7.2 Subprocessor Audits. If Customer's request for information relates to a Subprocessor, or information held by a Subprocessor which PartnerTap cannot provide to the Customer itself, PartnerTap will promptly submit a request for additional information to the relevant Subprocessor(s). Customer acknowledges that information about Subprocessor's previous independent audit reports is subject to agreement from the relevant Subprocessor, and that PartnerTap cannot guarantee access to that Subprocessor's audit information at any particular time, or at all.

8. Return or Deletion of Data.

Upon termination or expiration of the MSA, PartnerTap will, upon Customer's written request, delete or return all Customer Personal Data in its possession or control in accordance with the terms of the MSA. This requirement shall not apply to the extent that PartnerTap is required by the Applicable Data Protection Law to retain some or all of the Data.

9. Cooperation.

9.1 Data Subject Request. PartnerTap shall, at Customer's expense, provide reasonable and timely cooperation to assist Customer to respond to any requests from Data Subjects involving their Customer Personal Data to exercise any of their rights under Applicable Data Protection Law. In the event that any such Data Subject Request is made directly to PartnerTap, PartnerTap shall, to the extent legally permitted: (i) advise the Data Subject to submit their Data Subject Request to Customer; (ii) promptly notify Customer; and (iii) not otherwise respond to that Data Subject Request without authorization from Customer unless legally compelled to do so. Customer will be solely responsible for responding to any such Data Subject Requests and for the deletion, correction, and accuracy of its Customer Personal Data.

9.2 Requests for Customer Personal Data. If PartnerTap receives a subpoena, court order, warrant or other legal demand from law enforcement or public or judicial authorities seeking the disclosure of Customer Personal Data, PartnerTap shall, to the extent permitted by applicable laws, promptly notify Customer in writing of such request, redirect the law enforcement agency to request the Customer Personal Data directly from the Customer, and reasonably cooperate with Customer to limit, challenge or protect against such disclosure.

9.3 Legal Compliance. To the extent PartnerTap is required under applicable Data Protection Laws, PartnerTap will, at Customer's expense, provide reasonably requested information regarding the Service to enable the Customer to carry out data protection impact assessments and prior consultations with data protection authorities as required by law.

10. CCPA Compliance.

To the extent that the CCPA applies to the Processing of Customer Personal Data in the course of providing the Services, PartnerTap is a Service Provider and the Customer is a Business in relation to Customer Personal Data. Without limiting any other term in this DPA or in the MSA, PartnerTap shall not (a) sell or rent Personal Data; (b) retain, use, share, or disclose any Customer Personal Data to any third-party for a commercial purpose (as defined by the CCPA) other than the specific purpose of performing the Services, or (c) retain, use, share, or disclose any Customer Personal Data outside of the direct business relationship between the parties.

11. General.

11.1 For the avoidance of doubt, any claim or remedies the Customer and/or its Affiliates may have against PartnerTap and its respective employees, agents, and Subprocessors (hereinafter "PartnerTap Group") arising under or in connection with this DPA, including: (i) for breach of this DPA; (ii) for breach of cross-border data transfers and related provisions outlined in the Standard Contractual Clauses (to the extent applicable); (iii) as a result of fines (administrative, regulatory or otherwise) imposed upon Customer; and (iv) under applicable Data Protection Laws, including any claims relating to damages paid to a Data Subject, will be subject to any limitation of liability provisions (including any agreed aggregate financial cap) that apply under the MSA. Such limitation of liability does not apply to any direct claim or remedies a Data Subject may have against Customer or PartnerTap. Customer further agrees that any regulatory penalties incurred by PartnerTap Group in relation to the Customer Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce PartnerTap's liability under the MSA as if it were liability to the Customer under the MSA.

11.2 To the extent reasonably necessary to comply with changes to applicable Data Protection Laws or in response to guidance or mandates issued by any court, regulatory body, or supervisory authority with jurisdiction over PartnerTap, PartnerTap may modify, amend, or supplement the terms of this DPA. PartnerTap will endeavor to provide prior notice of any such changes to Customer by posting a notice on PartnerTap's website. Customer is encouraged to keep up to date with these DPA terms at <https://partnertap.com/msa/>.

11.3 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the MSA, without regard to its conflict of laws principles, unless required otherwise by applicable Data Protection Laws, in which event this DPA will be governed in accordance with Applicable Data Protection Law(s).

- 11.4 Except for the changes made by this DPA, the MSA remains unchanged and in full force and effect. In the event of any conflict among the following documents, the order of precedence will be: (1) the Standard Contractual Clauses and/or the UK Addendum, as applicable, (2) the terms of this DPA, and (3) the MSA. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the MSA. This DPA will terminate, unless otherwise terminated by the parties, upon the termination of the MSA.
- 11.5 If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision shall not affect any other provision of this DPA and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.
- 11.6 This DPA shall not confer any rights or remedies to any other person or entity other than the parties except as to enable the Data Protection Law rights of Data Subjects of Customer Personal Data under this DPA.

Schedule 1
Description of Processing/Transfer

A. LIST OF PARTIES

MODULE TWO: Transfer controller to processor

Data exporter(s):

Name: The Customer, as defined in the MSA.

Address: The address of Customer specified in the MSA, DPA and/or applicable order form(s), as applicable.

Contact person's name, position, and contact details: Customer's account owner, telephone and email address for which Customer elects to receive legal communications.

Activities relevant to the data transferred under these Clauses: Performance of the Services by the data importer for the data exporter in accordance with the MSA.

Signature and date: The parties agree that the execution of the MSA and/or of its respective order form shall constitute execution of these Clauses by both parties.

Role (controller/processor): Controller.

Data importer(s):

Name: PartnerTap, Inc.

Address: 1517 12th Avenue, Suite 101, Seattle, WA 98122

Contact person's name, position, and contact details: Jared Gholston, CTO, notices@partnertap.com

Activities relevant to the data transferred under these Clauses: Performance of the Services by the data importer for the data exporter in accordance with the MSA.

Signature and date: The parties agree that the execution of the MSA and/or of its respective order form shall constitute execution of these Clauses by both parties.

Role (controller/processor): Processor.

B. DESCRIPTION OF TRANSFER

MODULE TWO: Transfer controller to processor

Categories of data subjects whose personal data is transferred

Data subjects include the individuals about whom data is provided to data importer via the Service by data exporter.

Categories of personal data transferred

Customer Personal Data as defined in the DPA if provided by data exporter.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

None

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Continuous basis for the duration of use of the Services by data exporter.

Nature of the processing

Data importer will process Customer Personal Data to provide the Service to data exporter pursuant to the MSA.

Purpose(s) of the data transfer and further processing

Performance of the Service.

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

Customer Personal Data will be retained for the duration of data exporter's use of the Service.

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

Subprocessors will Process Customer Personal Data to assist data importer to provide the Service to data exporter under the MSA and will continue to Process Customer Personal Data for the duration of the applicable MSA governing provision of the Service.

C. COMPETENT SUPERVISORY AUTHORITY

MODULE TWO: Transfer controller to processor

Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority as set forth in Clause 13 of the Standard Contractual Clauses, and, where possible, the Irish Data Protection Authority.

D. TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MODULE TWO: Transfer controller to processor

Data importer has implemented and will maintain commercially reasonable technical and organizational security measures for the security, confidentiality, and integrity of Customer Personal Data it processes on behalf of data exporter in providing the

Service, as described in the SOC2 report, information security policies, and supplemental documentation for security, including the Security FAQ, currently set out at <https://trust.partnertap.com/>.

E. LIST OF SUB-PROCESSORS

MODULE TWO: Transfer controller to processor

The Controller has authorised the use of the sub-processors, as updated from time to time, currently set forth at <https://partnertap.com/msa/>.