

## DATA PROCESSING AGREEMENT

This Data Processing Addendum (“**DPA**”) forms an integral part of the Master Service Agreement (“**MSA**”) by and between Radix including any of its subsidiary companies which provides services in connection with the MSA and the Customer (both as defined under the MSA), and applies to the extent that Radix Processes Personal Data, or has access to Personal Data, in the course of its performance under the MSA.

This DPA forms an integral part of the MSA, and is incorporated therein by reference. Definitions used herein shall have the meaning assigned to them under the MSA.

### 1. Definitions

- 1.1. “**Affiliates**” means any entity which is controlled by, controls or is in common control with one of the parties.
- 1.2. “**CCPA**” means the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 - 1798.199) of 2018, as may be amended as well as all regulations promulgated thereunder from time to time.
- 1.3. “**COPPA**” means the United States Children’s Online Privacy Protection Act, as may be amended as well as all regulations promulgated thereunder from time to time.
- 1.4. The terms “**Controller**”, “**Processor**”, “**Data Subject**”, “**Processing**” (and “**Process**”), “**Personal Data Breach**” shall all have the same meanings as ascribed to them in EU Data Protection Law. The terms “**Business**”, “**Business Purpose**”, “**Consumer**”, “**Service Provider**” and “**Sell**” shall have the same meaning as ascribed to them in the CCPA. “**Data Subject**” shall also mean and refer to “**Consumer**”, as such terms defined in the CCPA.
- 1.5. “**Data Protection Law**” means any and all applicable privacy and data protection laws and regulations (including, where applicable, EU Data Protection Law, the CCPA and the COPPA-) as may be amended or superseded from time to time.
- 1.6. “**EU Data Protection Law**” means the (i) EU General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC), as amended (“**e-Privacy Law**”); (iii) the COPPA (iv) any national data protection laws made under, pursuant to, replacing or succeeding (i) and (ii); (iv) any legislation replacing or updating any of the foregoing (v) any judicial or administrative interpretation of any of the above, including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority.
- 1.7. “**Personal Data**” or “**Personal Information**” means any information which (i) can be related, describes, is capable of being associated with, an identifiable individual, including any information that can be linked to an individual or used to directly or indirectly identify an individual or Data Subject; and; (ii) processed by Radix pursuant to providing the Services, including by way of access to the data, and may include, inter alia, demographic data, device information, IDs, cookies, browsing URLs, events, and geo localization data.
- 1.8. “**Security Incident**” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. Any Personal Data Breach will comprise a Security Incident.
- 1.9. “**Services**” means the services provided by the Radix to the Customer.

### 2. Parties’ Roles

- 2.1. The parties agree and acknowledge that under the engagement between the parties and performance of the Radix’s Service, and with respect to the Processing of Personal Data, Radix is acting as a Data Processor and Customer is acting as a Data Controller. For the purpose of the CCPA (and to the extent applicable), Customer is the Business and Radix is the Service Provider. Each party shall be individually and separately responsible for complying with the obligations that apply to under applicable Data Protection Law. Without

derogating from the above, in addition to the Radix 's capacity as a Processor of the Data, Radix is also a Controller of certain Personal Data related to the Customer, such as Customer's personnel contact details, and such Personal Data shall be used in accordance with Radix's privacy policy available at: <https://www.radix-int.com/privacy-policy/> ("**Privacy Policy**").

- 2.2. The subject matter and duration of the Processing carried out by the Processor on behalf of the Controller, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are described in Schedule 1 attached hereto.

### 3. **Representations and Warranties**

The Customer represents and warrants that: (a) its Processing instructions shall comply with applicable Data Protection Law, and the Customer acknowledges that, taking into account the nature of the Processing, Radix is not in a position to determine whether the Customer's instructions infringe applicable Data Protection Law; (b) it will comply with EU Data Protection Law, specifically with regards to the lawful basis principal for Processing Personal Data, as well as the CCPA provisions. Radix represents and warrants that it shall process Personal Data, as set forth under Article 28(3) of the GDPR, on behalf of the Customer, solely for the purpose of providing the Service, and for the pursuit of a Business Purpose as set forth under the CCPA, all in accordance with Customer's written instructions including this DPA; and (c) will obtain all required consent for the Processing such Personal Data including and not limited, parental consent for the Processing of Children Personal Data as required under the COPPA and other applicable Data Protection Law.

Notwithstanding the above, in the event Radix is required under applicable laws to Process Personal Data other than as instructed by Customer, Radix shall make its best efforts to inform the Customer of such requirement prior to Processing such Personal Data, unless prohibited under applicable law.

### 4. **Processing of Personal Data and Compliance with Data Protection Law**

The Customer represents and warrants that Special Categories of data and Personal Data relating to children under 16 years old may be Processed or shared in connection with the performance of the Services subject to compliance with COPAA and GDPR as applicable.

As between the parties, the Customer undertakes accepts and agrees that the Data Subject do not have a direct relationship with Radix and that Radix relies on Customer's lawful basis (as required under Data Protection Law). In the event consent is needed under Data Protection Law, the Customer shall ensure that it obtains a proper act of consent from Data Subjects and present all necessary and appropriate notices in accordance with applicable Data Protection Law and other relevant privacy requirements in order to Process Personal Data and Special Categories of data and enable lawful transfer and Processing of Personal Data to the Radix, as well as where applicable, provide the Data Subjects with the ability to opt out. In the event Data Subject consent is required under Data Protection Law, Customer shall be fully responsible to support and transmit to Radix, the parameter of consent, or opt-out, as applicable. The Customer shall maintain a record of all consents obtained from Data Subject, including the time and data on which consent was obtained, the information presented to Data Subject in connection with their giving consent, and details of the mechanism used to obtain consent, as well as a record of the same information in relation to all withdrawals of consent by Data Subject. Customer shall make these records available to Radix promptly upon request.

### 5. **Rights of Data Subject and Parties Cooperation Obligations**

It is agreed that where Radix receives a request from a Data Subject or an applicable authority in respect of Personal Data Processed by Radix, where relevant, Radix will direct the Data Subject

or the applicable authority to the Customer in order to enable the Customer to respond directly to the Data Subject's or the applicable authority's request, unless otherwise required under applicable laws. Radix shall provide each other with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's or applicable authority's request, to the extent permitted under Data Protection Law.

6. **No Sale of Personal Information**

It is hereby agreed that any share of Personal Data between the parties is made solely for fulfilling a Business Purpose and Radix does not receive or process any Personal Data in consideration for the Services. Thus, such Processing of Personal Data shall not be considered as a "Sale" of Personal Information under the CCPA. It is the Customer's sole responsibility and liability to determine whether the sharing or transferring of Personal Data of Consumers during the course of the Services constitute a Sale of Personal Data, as well as to comply with the applicable CCPA requirements.

7. **Sub-Processor**

The Customer acknowledges that Radix may transfer Personal Data to and otherwise interact with third party data processors ("**Sub-Processor**"). The Customer hereby, authorizes Radix to engage and appoint such Sub-Processors to Process Personal Data, as well as permits each Sub-Processor to appoint a Sub-Processor on its behalf. Radix may, continue to use those Sub-Processors already engaged by Radix and Radix may, engage an additional or replace an existing Sub-Processor to process Personal Data provided that it notifies the Customer of its intention to do so. Radix shall, where it engages any Sub-Processor, impose, through a legally binding contract between Radix and the Sub-Processor, data protection obligations as required under applicable Data Protection Laws. Radix shall ensure that such contract will require the Sub-Processor to provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of Data Protection Laws.

8. **Technical and Organizational Measures**

Radix hereby confirms that it has implemented and will maintain appropriate physical, technical and organizational measures to protect the Personal Data as required under Data Protection Laws to ensure lawful processing of Personal Data and safeguard Personal Data from unauthorized, unlawful or accidental processing, access, disclosure, loss, alteration or destruction.  
[Security Policy](#)

9. **Security Incident**

Radix will notify the Customer upon becoming aware of any confirmed Security Incident involving the Personal Data in Radix's possession or control. Radix's notification regarding or response to a Security Incident under this Section 9 shall not be construed as an acknowledgment by Radix of any fault or liability with respect to the Security Incident. Radix will, in connection with any Security Incident affecting the Personal Data: (i) take such steps as are necessary to contain, remediate, minimize any effects of and investigate any Security Incident and to identify its cause; (ii) co-operate with the Customer and provide the Customer with such assistance and information as it may reasonably require in connection with the containment, investigation, remediation or mitigation of the Security Incident; and (iii) notify the Customer in writing of any request, inspection, audit or investigation by a supervisory authority or other authority.

10. **Audit Rights**

Radix shall make available, solely upon prior written notice and no more than once per year, to a reputable auditor nominated by the Customer, information necessary to reasonably demonstrate compliance with this DPA, and shall allow for audits, including inspections, by such reputable

auditor solely in relation to the Processing of the Personal Data (“**Audit**”) in accordance with the terms and conditions hereunder. The auditor shall be subject to the terms of this DPA and standard confidentiality obligations (including towards third parties). Radix may object to an auditor appointed by the Customer in the event Radix reasonably believes the auditor is not suitably qualified or independent, is a competitor of Radix or otherwise unsuitable (“**Objection Notice**”). The Customer will appoint a different auditor or conduct the Audit itself upon its receipt of an Objection Notice from Radix. Customer shall bear all expenses related to the Audit and shall (and ensure that each of its auditors shall) over the course of such Audit, avoid causing any damage, injury or disruption to Radix’s premises, equipment, personnel and business while its personnel are on those premises in the course of such Audit. Any and all conclusions of such Audit shall be confidential and reported back to Radix immediately.

11. **Data Transfer**

Where EU Data Protection Law applies, neither party shall transfer Personal Data to a territory outside of the EEA unless it has taken the following necessary measures to ensure the transfer is in compliance with EU Data Protection Law: (i) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data; or (ii) transferring the Personal Data in accordance with the provisions of the EU [standard contractual clauses](#) (“**SCC**”), EU standard contractual clauses or US Privacy Shield. The Customer hereby acknowledge and approve that during the course of the Services, the Radix may transfer and store Personal Data in servers located in the US, to the extent that the transfer is in compliance with EU data protection law.

## SCHEDULE 1

### DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

This Schedule 1 includes certain details of the Processing of Personal Data as required by Article 28(3) GDPR.

**Subject matter and duration of the Processing of Personal Data:**

Processing shall be carried out in connection with the provision of the Services. The duration shall be for the duration of the Services.

**The nature and purpose of the Processing of Personal Data:**

To provide the Services to the Radix.

**The types of Personal Data and Special Categories of Personal Data Processed:**

If applicable, Children Personal Data.

**The categories of Data Subjects to whom the Personal Data or Special Categories of Personal Data relates:**

Data Subjects whose Personal Data are being processed in connection with the Services.