Data Processing Addendum

This Data Processing Addendum including its schedules and SCCs as defined below (the "**DPA**") is entered into between NewsWhip Media Limited, and its subsidiaries and affiliates (including but not limited to NewsWhip US, Inc.) with address at NewsWhip Media Limited, Huckletree D2, The Academy, 42 Pearse Street, Dublin 2, D02 YX88, Ireland (collectively "**NewsWhip**", "**we**" or "**us**") and the party identified as the Customer (the "**Customer**" or "**you**") in the relevant NewsWhip Order Form or Licensing Order Form and Agreement governing the services provided by NewsWhip to the Customer (the "**Customer Agreement**").

Capitalized terms used in this DPA, shall have the meaning given to them in the Customer Agreement, unless otherwise defined in this DPA.

Collectively, the DPA and the Customer Agreement are referred to in this DPA as the "**Agreement**". In the event of any conflict or ambiguity between any of the terms of the Agreement relating to the subject matter of the DPA, the provisions of the following documents (in order of precedence) shall prevail: (a) the SCCs; (b) this DPA; and (c) the Customer Agreement. Except and unless as specifically amended in this DPA, the Customer Agreement remains unchanged and in full force and effect.

1   Definitions

The following definitions apply in this DPA (unless the context requires otherwise):
"**Data Protection Legislation**" means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council (the "**GDPR**") together with any subordinate legislation or regulation implementing the GDPR and the Data Protection Acts 1988 and 2018 (as may be amended from time to time) and any applicable laws, regulations and other legal requirements in the European Union relating to data protection;
"**controller**", "**data subject**", "**personal data**", "**processing**", "**processor**" and "**supervisory authority**" shall have the meanings given to those terms in the GDPR;
"**Content Personal Data**" means personal data which is the subject of Services provided by NewsWhip and which may be viewable or accessed through use of the Services;
"**Customer Personal Data**" means personal data that is processed for the purpose of customer logon, or initiating a credit card payment relating to the use of the Services;
"**Platform Personal Data**" means collectively Content Personal Data together with Services-related Personal Data;
"**Services-related Personal Data**" means personal data processed to interact with our Customers' representatives and end users of our Services and to manage our relationship with you;
"**SCCs**" means the Standard Contractual Clauses forming part of this DPA pursuant to the European Commission Implementing Decision (EU) 2021/914 of 04 June 2021 for the transfer of Personal Data to Controllers and/or processors established in third countries under the GDPR, **full text found at** https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and where applicable, and such updated or replacement clauses as the European Commission may approve from time to time or the most recent version of any contractual clauses

governing international personal data transfers issued by any country for any relevant transfers under the Agreement

"**Security Breach**" the accidental or unlawful destruction, loss, alternation, unauthorised disclosure or, or access to Customer Personal Data;

"**Services**" has the meaning given to it in the Agreement or, in the absence of any defined term in the Agreement, shall mean the services provided by NewsWhip to the Customer in the manner contemplated by and in accordance with the terms of the Agreement; and

"**Sub-Processor**" means a third party that NewsWhip engages to process any personal data that NewsWhip processes under this DPA as a processor on NewsWhip's behalf.

2 General

a) **Compliance:** Both parties will at all times comply with Data Protection Legislation when processing personal data under this DPA. We inform you of how we process personal data in our Privacy Notice and Cookie Policy.

b) **Processor Data:** You are a controller and we are a processor of Customer Personal Data. Where we process Customer Personal Data on your behalf Section 4 below applies.

c) **Controller Data**: We are a controller of Platform Personal Data. You also act as a controller with respect to Platform Personal Data and in certain cases, either of the parties may transfer the Platform Personal Data to the other party for that other party to act as a controller of the Platform Personal Data. The parties acknowledge and agree that each is acting independently as controllers in respect of Platform Personal Data and the parties are not joint controllers as defined under applicable Data Protection Legislation. Where Customer receives, or is provided access to Platform Personal Data pursuant to this DPA, Section 3 below applies.

3 Controller-to-Controller relationship

a) **Processing for purposes of the Agreement**: Each party will process Platform Personal Data for the purposes of exercising their rights and obligations under the Agreement. Details of the categories of Platform Personal Data, the purpose of processing by NewsWhip and the duration of the processing are set out in Schedule A -Section B, Part 1 and Part 2.

b) **International Data Transfers:** With respect to a transfer of personal data between the parties that results in a transfer of EU personal data to a jurisdiction other than a jurisdiction in the European Union, the European Economic Area, or the European Commission-approved countries providing 'adequate' data protection, each party agrees Module 1 of the SCC's, which applies to controller-to-controller relationships will apply and that the following terms apply:

    (i) the Data Protection Commission of Ireland shall be the Competent Supervisory Authority pursuant to Clause 13 of the SCCs and may be contacted at www.dataprotection.ie;

    (ii) these terms shall be governed by the law of one of the European Union member states, provided such law allows for third-party beneficiary rights.

The Parties agree that this shall be the law of Ireland pursuant to Clause 17 of the SCCs;

(iii)   Any dispute arising from the SCCs shall be resolved by the courts of Ireland pursuant to Clause 18 of the SCCs;

(iv)   Schedule A to this DPA shall apply as Annex I of the Controller-to-Controller SCCs; and

(v)   Schedule B to this DPA shall apply as Annex II of the Controller-to-Controller SCCs.

c)   **Your responsibilities:** You are a controller of personal data processed in the course of use of the Services and you represent and warrant that:

(i)   where you provide personal data to us that you have obtained such data lawfully for the purpose of the transfer;

(ii)   that you will always process personal data in a manner that is consistent with applicable law and not process personal data in a manner that is in breach Data Protection Legislation; and

(iii)   by submitting personal data to us while entering into or exercising the Agreement, you agree to such personal data being processed to fulfil your order, deliver the Services and to communicate with you in accordance with our Privacy Notice

4   Controller-to-Processor relationship

a)   **Customer's obligations:** Customer, as the controller is solely responsible for establishing the lawful basis for the processing of Customer Personal Data by NewsWhip under this DPA and will ensure that it has all necessary appropriate legal bases and notices in place to enable lawful transfer of the Customer Personal Data to NewsWhip for the duration and purposes of this DPA.

b)   **Customer warranty:** You warrant that the rights of the data subject, whose personal data is provided to us by you for the purpose of managing the relationship between you and us have been observed. In particular that data subjects have been informed of the purpose of the transfer of their personal data and of their rights under the GDPR.

c)   **NewsWhip Obligations:** NewsWhip shall:

(i)   process the Customer Personal Data only on the written instructions of the Customer as set out in this DPA, in accordance with the terms of the DPA or to comply with applicable Data Protection Legislation (in which case we will inform you of the legal requirement before processing, unless the law prohibits us from doing so). Details of the categories of Customer Personal Data, the purpose of processing by us and the duration of the processing are set out in Schedule A, Section B, Part 3.

(ii)   ensure that all personnel authorised to process the Customer Personal Data are party to confidentiality obligations in respect of such data;

(iii)   taking into account the nature of the processing and the information available, cooperate as reasonably requested by the Customer (at the Customer's sole expense) where possible:

- o to enable the Customer to comply with any exercise of rights by a data subject under the Data Protection Legislation where NewsWhip processes personal data in respect of such individual(s) pursuant this DPA; and
- o in relation to the Customer's obligations under Articles 32 to 36 of the GDPR and/or Data Protection Legislation (as applicable);

(iv) notify you if NewsWhip receives a request from a data subject to have access to that data subject's personal data. NewsWhip shall not respond directly to such data subject;

(v) implement and maintain appropriate technical and organisational measures in place to ensure the security of the Customer Personal Data taking into account:
- o the state of the art;
- o the costs of implementation;
- o the nature, scope, context and purposes of the processing; and
- o the inherent risk of the processing activities to data subjects;

(vi) notify the Customer without undue delay after becoming aware of any Security Breach;

d) **Sub-processors:** You authorise us to appoint Sub-Processors in connection with the delivery of the Services provided:

(i) other than the list of sub-processors provided by NewsWhip to Customer, NewsWhip shall notify the Customer in advance of any proposed use of a sub-processor, and any replacement or addition to them and the Customer shall have the right to object on reasonable grounds to the use of or change to any sub-processor within 14 days of Customer notifying the Customer of the change. In the event of the Customer raising such an objection, NewsWhip may terminate part or all of the Agreement on 14 days' notice;

(ii) in engaging any sub-processor NewsWhip agrees adequate data protection arrangements that are in all material respects similar to those set out in this DPA; and

(iii) NewsWhip shall at all times remain liable for the acts and omissions of any sub-processor as if such acts and omissions were those of NewsWhip.

For the purpose of this DPA, the Customer consents to the use of the sub-processors provided (available upon on request to Email: legal@newswhip.com)

e) **Payment processing:** Credit Card payments are made through an established credit card services provider. We currently engage Stripe and you can view their terms of business and privacy notice on the [Stripe](#) website. We process in accordance with PCI regulation and we do not retain a copy of your credit card details.

In the event of any unauthorised use of your credit card, you may request the return or re-credit of the unauthorised payment. You must notify your card provider of the unauthorised use in accordance with its reporting rules in advance of such a request.

f) **International Transfer - Customer Personal Data:** With respect to a transfer of personal data between the parties that results in a transfer of EU personal data to a jurisdiction

other than a jurisdiction in the European Union, the European Economic Area, or the European Commission-approved countries providing 'adequate' data protection, each party agrees that Module 2 of the SCC's, which applies to controller-to-processor relationships will apply and that the following terms apply:

   (i)   the Data Protection Commission of Ireland shall be the Competent Supervisory Authority pursuant to Clause 13 of the SCCs and may be contacted at www.dataprotection.ie;

   (ii)   these terms shall be governed by the law of one of the European Union member states, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland pursuant to Clause 17 of the SCCs;

   (iii)   Any dispute arising from the SCCs shall be resolved by the courts of Ireland pursuant to Clause 18 of the SCCs;

   (iv)   Schedule A to this DPA shall apply as Annex I of the Controller-to-Processor SCCs;

   (v)   Schedule B to this DPA shall apply as Annex II of the Controller-to-Processor SCCs; and

   (vi)   Schedule C to this DPA shall apply as Annex III of the Controller-to-Processor SCCs.

g)   **Audit:** NewsWhip shall make available all information reasonably requested by the Customer to satisfy itself that NewsWhip is complying with its data protection obligations under this DPA. Customer (and its third-party representatives) shall be permitted to audit NewsWhip's premises, systems, and facilities during normal business hours PROVIDED THAT:

   (i)   Customer shall provide at least 30 days' prior written notice of its intention to carry out an audit;

   (ii)   Customer shall ensure (and shall procure that each of its representatives) minimise the disruption to NewsWhip's business in the course of such an audit or inspection;

   (iii)   all expenses incurred by NewsWhip shall be promptly discharged by Customer;

   (iv)   NewsWhip may request that any third party representative performing an audit on behalf of Customer shall provide written confidentiality undertakings to the reasonable satisfaction of NewsWhip and NewsWhip shall be entitled to refuse access to any of its premises or records until such time as it has received such undertakings;

   (v)   NewsWhip need not contribute or allow for an inspection or audit more than once in any calendar year, except for any additional audits or inspections which are required or requested be carried out in connection with Data Protection Legislation or a supervisory authority;

   (vi)   NewsWhip may object in writing to an auditor or representative mandated by the Customer if the auditor or representative is, in NewsWhip's reasonable opinion, not suitably qualified or independent, a competitor of NewsWhip, or otherwise manifestly unsuitable (in the event of such an objection, the Customer shall appoint another auditor or conduct the audit itself);

(vii) any audit will be limited only to NewsWhip's Processing activities as a processor, and to such information that is reasonably necessary for Customer to assess NewsWhip's compliance with the terms of this DPA;

(viii) nothing in this DPA shall entitle Customer to access or inspect any records which contain information relating to any other customer of NewsWhip and NewsWhip shall be entitled to restrict or prevent access to any part of its premises and/or systems which it considers in its sole discretion could compromise the security of any information or data relating to such other customers;

(ix) NewsWhip will inform Customer if it comes to its attention that any instructions received in respect of this clause 8 infringe the provisions of any applicable EU or EU Member State data protection law. Notwithstanding the foregoing, NewsWhip shall have no obligation to review the lawfulness of any instruction received from Customer.

h) **Term and Termination:** If NewsWhip is in breach of any of its obligations under this Section 4 of this DPA, Customer may instruct NewsWhip to suspend the processing of Customer Personal Data pending the remedy of such breach and may instruct NewsWhip to terminate the processing of Customer Personal Data if such breach is not remedied.

Following termination of this DPA, NewsWhip shall, at the written request and at the cost of the Customer, delete or return Customer Personal Data and copies thereof to the Customer save to the extent that NewsWhip is required by applicable law to retain the Customer Personal Data.

5   General

a) Any notice or other communication required to be given to a party under or in connection with this DPA shall be in writing and shall be delivered by email to the Customer at the email address(es) provided as part of the Agreement and to NewsWhip at: legal@newswhip.com set out at the end of this DPA.

b) The parties' respective aggregate liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any and all claims arising out of or in connection with this DPA shall be as set out in the Agreement.

c) Nothing in this DPA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided herein.

X_____   X_____
For **NewsWhip Media Limited**   For
Name: Name:
Title: Title:
Date: Date:

Schedule A

Section A. - List of Parties

Part 1 - Controller to Controller –Services-related Personal Data

Data exporter/Data importer	**Name:** Customer **Address:** as set out in the Agreement **Contact name:** as set out in the Agreement **Activities relevant to the data transferred under these Clauses:** for the purpose of availing of real-time, predictive media monitoring and analysis services and related services ("**Services**") **Role:** Controller
Data importer/Data exporter	**Name:** NewsWhip Media Limited **Address:** Huckletree D2, 42 Pearse Street, Dublin D02 YX88, Ireland **Contact name:** Emer O'Hora, legal@newswhip.com **Activities relevant to the data transferred under these Clauses:** for the purpose of carrying out operational and business activities required to provide real-time, predictive media monitoring and analysis services and related services **Role:** Controller

Part 2 - Controller to Controller –Content Personal Data

Data exporter	**Name:** NewsWhip Media Limited **Address:** Huckletree D2, 42 Pearse Street, Dublin D02 YX88, Ireland **Contact name:** Emer O'Hora, legal@newswhip.com **Activities relevant to the data transferred under these Clauses:** for the purpose of providing real-time, predictive media monitoring and analysis services **Role:** Controller
Data importer	**Name:** Customer **Address:** as set out in the Agreement **Contact name:** as set out in the Agreement **Activities relevant to the data transferred under these Clauses:** for the purpose of availing of real-time, predictive media monitoring and analysis services **Role:** Controller

Part 3 - Controller to Processor – Customer Personal Data

Data exporter/Data importer	**Name:** Customer
	Address: as set out in the Agreement
	Contact name: as set out in the Agreement
	Activities relevant to the data transferred under these Clauses: for the purpose of logging into the Services and processing of credit card payments
	Role: Controller
Data importer/Data exporter	**Name:** NewsWhip Media Limited
	Address: Huckletree D2, 42 Pearse Street, Dublin D02 YX88, Ireland
	Contact name: Emer O'Hora, legal@newswhip.com
	Activities relevant to the data transferred under these Clauses: for the purpose of carrying out operational and business activities required to provide real-time, predictive media monitoring and analysis services and related services
	Role: Processor

Section B. - Description of Transfer

Part 1 - Controller to Controller –Services-related Personal Data

Categories of Data Subject	Customers' authorised end users, receipients of email alerts or newsletters etc
Types of personal data	• Personal details (Name, address, email address, telephone number, login details)
	• Service data (Information inputted into our Services should it contain personal data)
	• Login/Usage data (IP address, location data, browers details, Internet service provider, clicktream data, usage details)
Frequency of transfer	Continuous
Nature and Purpose of Transfer	To carry out operational and business activities required to provide real-time, predictive media monitoring and analysis services and related services to NewsWhip customers.
Duration of processing	For the duration of the Agreement and a period thereafter in accordance with NewsWhip Data Rentention standard

Part 2 - Controller to Controller –Content Personal Data

Categories of Data Subject	Data subjects thare are the subject of the Services that we deliver
Types of personal data	Social Media details where posted publicly (social media handles, profile picture, content in post, images and links to posts on third party platforms)

Sensitive data transferred	Special data may be transferred insofar as it has been posted on the social media platform and is publicly available but not intentionally processed
Frequency of transfer	Continuous
Nature and Purpose of Transfer	To carry out operational and business activities required to provide real-time media monitoring and analysis services to NewsWhip customers and may be further processed by importers for the purpose of analysing brand persistence and web traffic profiles.
Duration of processing	In accordance with NewsWhip Data Rentention standard

Part 3 - Controller to Processor –Customer Personal Data

Categories of Data Subject	Customers' authorised end users, holders of credit card information
Types of personal data	Login/Usage data (IP address, limited location data, browers details, Internet service provider, clicktream data, usage details) Payment details/credit card (if applicable)
Sensitive data transferred	N/A
Frequency of transfer	Continuous
Nature and Purpose of Transfer	To carry out operational and business activities required to provide real-time media monitoring and analysis services to NewsWhip customers
Duration of processing	For the duration of the Agreement and a period thereafter in accordance with NewsWhip Data Rentention standard. Personal data relating to a particular user shall not be retained beyond the requirement for logon or payment.

Schedule B

1. Organizational management and dedicated staff responsible for the development, implementation, and maintenance of NewsWhip's information security program.
2. Audit and risk assessment procedures for the purposes of periodic external review and assessment of risks to NewsWhip Services.
3. Utilisation of cryptographic protocols such as TLS to protect information in transit over public networks.
4. Data security controls which include application firewall fronting internet facing product; logical segregation of data, restricted (e.g. role-based) access requiring VPN and where applicable, utilization of commercially available and industry-standard encryption technologies.
5. Logical access controls designed to manage electronic access to data and system functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).
6. Password controls designed to manage and control password strength, and usage including prohibiting users from sharing passwords.
7. System audit or event logging and related monitoring procedures to proactively record user access and system activity for routine review.
8. Incident response procedures designed to allow NewsWhip to investigate, categorise respond to, mitigate and remediate any events related to NewsWhip sites and Services.
9. Network security controls that provide for the use of firewalls and layered DMZ architectures, and intrusion detection systems including GCP security command centre and other traffic and event correlation procedures designed to protect systems from intrusion and limit the scope of any successful attack.

Schedule C

Where we are a processor of your data, general authorisation is provided to the use of sub-processors and a list of which is available upon request by emailing legal@newswhip.com or liaising with your Customer Success representative