Appmediation Data Processing Agreement

This Appmediation Data Processing Agreement ("DPA") is incorporated into and is subject to the Appmediation Terms of Use Agreement available at https://appmediation.com/terms-and-conditions/ and entered into by and between User and Appmediation (as those terms are defined in the Agreement). This DPA reflects the parties' agreement with regard to the Processing of Personal Data. User and Appmediation are hereinafter jointly referred to as the "Parties" and individually as a "Party." This DPA shall apply to the Agreement to the extent User is established within the European Economic Area and/or to the extent Appmediation processes Personal Data of Data Subjects located in the EU or Switzerland on behalf of User.

User enters into this DPA on behalf of themselves, and to the extent required under applicable Data Protection Laws, in the name and on behalf of its authorized Affiliates, if and to the extent Appmediation processes Personal Data for which such authorized Affiliate qualifies as the Data Controller. In the course of providing the Services to User pursuant to the Agreement, Appmediation may process Personal Data on behalf of User and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith. References to the Agreement will be construed as including this DPA. Any capitalized terms not defined herein shall have the respective meanings given to them in the Agreement.

1. DEFINITIONS

In this DPA, the following terms shall have the meanings set out below:

"Affiliate" means any entity which is controlled by, controls or is in common control with a Party.

"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.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means the laws and regulations of the European Union which are applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the individual to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable person.

"Privacy Shield" means the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction ("Process", "Processes" and "Processed" shall have the same meaning).

"Security Breach" has the meaning set forth in Section 7 of this DPA

"Services" means Appmediation ad network enabling the purchase and sale of mobile advertising. "Sub-processor" means any Data Processor engaged by Processor

2. PROCESSING OF USER PERSONAL DATA

2.1 The Parties agree that with regard to the Processing of Personal Data, User is the Data Controller and Appmediation is the Data Processor.

2.2 User shall, in its use or receipt of the Services, process Personal Data in accordance with the requirements of the Data Protection Laws and User will ensure that their given instructions for the Processing of Personal Data comply with the Data Protection Laws. User shall ensure that they have received valid consent from Data Subjects as is required by Data Protection Laws and, upon Appmediation's request, will provide Appmediation with written evidence of such consent, including without limitation, the date of the consent and the consent language presented to the Data Subject. User has sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which User obtained the Personal Data.

2.3 During the term of the Agreement, Appmediation shall only Process Personal Data on behalf of and in accordance with the Agreement and User's instructions. User instructs Appmediation to Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement; and (ii) Processing to comply with other reasonable instructions provided by User where such instructions are consistent with the terms of the Agreement.

2.4 The subject matter of the Processing is the performance of the Services and the Processing shall be carried out for the duration of the Agreement. The types of Personal Data and categories of Data Subjects Processed under this DPA may include the following:

- Types of Personal Data: (a) end-user information consisting of identifier for advertisers (IDFA) and IP address; and (b) contact and billing-related information consisting of first and last name; billing address; telephone number; instant messenger username; VAT number; bank account number; and email address used for PayPal.

- Categories of Data Subjects: - individuals who are end-users of User's mobile application(s). - individuals who are employees, agents or representatives of User in Appmediation's online platform

3. RIGHTS OF DATA SUBJECTS

3.1 To the extent User, in its use or receipt of the Services, does not have the ability to correct, amend, restrict, block or delete Personal Data, as required by Data Protection Laws, Appmediation will use commercially reasonable efforts to comply with reasonable requests by User to facilitate such actions to the extent Appmediation is legally permitted to do so.

3.2 Appmediation shall, to the extent legally permitted, promptly notify User if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the processing of that person's Personal Data. Appmediation shall not respond to any such Data Subject request without User's prior written consent except to confirm that the request relates to User. Appmediation shall provide User with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's request, to the extent legally permitted and to the extent User does not have access to such Personal Data through its use or receipt of the Services.

4. PROCESSOR PERSONNEL

4.1 Appmediation shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and are subject to obligations of confidentiality.

4.2 Appmediation shall ensure that access to Personal Data is limited to that personnel who require such access to perform Services.

4.3 Appmediation will appoint a data protection officer where such appointment is required by Data Protection Laws

5. SUB-PROCESSORS

5.1 Publisher acknowledges and agrees that Appmediation may engage third-party Sub-processors in connection with the provision of the Services. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the services Appmediation has retained them to provide and are prohibited from using Personal Data for any other purpose. Appmediation will have a written agreement with each Sub-processor and agrees that any agreement with a Sub-processor will include substantially the same data protection obligations as set out in this DPA.

5.2 A list of Sub-processors is available in the Appmediation user interface or on a designated web page hosted by Appmediation. Appmediation may change the list of such other Sub-processors by no less than 10 business days notice via the Appmediation user interface. If Publisher objects to any change in such Sub-processors, Appmediation may, as its sole and exclusive remedy, terminate the portion of the Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing 30 days written notice to Publisher.

5.3 Appmediation is liable for the acts and omissions of its Sub-processors to the same extent Appmediation would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY; AUDIT RIGHTS

6.1 Appmediation shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Personal Data.

6.2 Any request for Appmediation to provide assistance with an audit is considered a separate service if such audit assistance requires the use of resources different from or in addition to those required by law. User shall reimburse Appmediation for any time spent for any such audit at the rates agreed to by the Parties. Before the commencement of any such audit, User and Appmediation shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement

rate for which the User shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Appmediation. User shall promptly notify Appmediation with information regarding any non-compliance discovered during the course of an audit.

 6.3 Appmediation will reasonably cooperate with User, at User's expense, where User is conducting a privacy impact assessment.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

7.1 If Appmediation becomes aware of any unlawful access to any Personal Data stored on Appmediation's equipment or in Appmediation's facilities, or unauthorized access to such equipment or facilities resulting in material loss, disclosure, or alteration of Personal Data ("Security Breach"), Appmediation will promptly: (i) notify User of the Security Breach; (ii) investigate the Security Breach and provide User with information about the Security Breach; and (iii) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach.

7.2. User agrees that an unsuccessful Security Breach attempt will not be subject to this Section. An unsuccessful Security Breach attempt is one that results in no unauthorized access to Personal Data or to any of Appmediation's equipment or facilities storing Personal Data, and may include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, or similar incidents.

 7.3. Notification(s) of Security Breaches, if any, will be delivered to one or more of User's business, technical or administrative contacts by any means Appmediation selects, including via email. It is User's sole responsibility to ensure it maintains accurate contact information on Appmediation's support systems at all times

8. RETURN AND DELETION OF PERSONAL DATA

Appmediation shall return Personal Data to User, to the extent possible, and/or delete Personal Data in accordance with Appmediation's data retention policies which adhere to requirements of Data Protection Laws, and in a manner consistent with the terms of the Agreement.

9. PRIVACY SHIELD

Appmediation is self-certified to and complies with the Privacy Shield, and Appmediation shall maintain its self certification to and compliance with the Privacy Shield with respect to the Processing of Personal Data.

10. LIMITATION OF LIABILITY

Each Parties and all of their Affiliates' liability in the aggregation arising out of or relating to this DPA, whether in contract or under any other theory of liability is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together.

11. PARTIES TO THIS DPA

Nothing in this DPA shall confer any benefits or rights of any person or entity other than the Parties to this DPA.

12. TERMINATION

This DPA shall terminate automatically upon termination of the Agreement.