DYNAMIC SIGNAL, INC.
DATA PROTECTION ADDENDUM

This Data Protection Addendum (this "**DPA**") is made as of the date of last signature below ("Effective Date") by and between Dynamic Signal, Inc., a Delaware corporation ("**Dynamic Signal**" or "**Company**"), and the entity or person set forth on the signature page hereto ("**Customer**"), pursuant to the Agreement (as defined below). Dynamic Signal and Customer are sometimes referred to herein individually as a "**party**" or together as the "**parties**".

This DPA amends and supplements the Agreement and sets out the terms that apply when Personal Data is processed by Dynamic Signal under the Agreement.

1. **Definitions.** For the purposes of this DPA, the following terms shall have the meanings set forth below and other capitalized terms used but not defined in this DPA have the meanings as set forth in the Agreement:

    1.1. "Controller", "Processor", "Data Subject", "Personal Data" and "processing" (and "process") shall have the meanings given in EU Data Protection Law.

    1.2. "Agreement" means the Software as a Service Agreement or Terms of Service, as applicable, between the parties, providing for the provision of the Service as described therein.

    1.3. "EEA" means the European Economic Area (including the United Kingdom).

    1.4. "EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("Directive"), including any applicable national implementations of it; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council 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personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") (as amended, replaced or superseded).

    1.5. "Privacy Shield" means the EU-U.S. and Swiss-U.S. Privacy Shield self-certification program operated by the U.S. Department of Commerce.

    1.6. "Privacy Shield Principles" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016 (as may be amended, superseded or replaced).

    1.7. "Security Incident" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

    1.8. "Sensitive Data" means (a) social security number, passport number, driver's license number, birthdate, or similar identifier (or any portion thereof), (b) information regarding a person's race, religious or political affiliation, trade union membership, or sexual life or sexual orientation; (c) genetic, biometric, health, or any Protected Health Information of any person as defined under Health Insurance Portability and Accountability Act, as amended, (d) credit or debit card number, credit information, financial account or other financial information of a person; personally identifiable or confidential information of Customer's customers (including any financial, credit card, or account information); (e) personally identifiable or confidential information of Customer's customers (including any Sensitive Data of such customers); and/or (h) any other information that falls within the definition of "special categories of data" under EU Data Protection Legislation or any other applicable law relating to privacy and data protection.

2. **Role of the Parties**. The parties acknowledge and agree that with regard to the processing of Customer Data, Customer is a controller or processor, as applicable, and Dynamic Signal is a processor.

3. Compliance with EU Data Protection Law. Each party shall comply with its respective obligations under EU Data Protection Law, and this DPA, when processing Personal Data.

4. Details of the processing.

4.1. Subject Matter: Dynamic Signal's provision of the Services to Customer.

4.2. Purpose of the Processing: The purpose of the data processing under this DPA is the provision of the Service as initiated by Customer from time to time.

4.3. Categories of Data: Data relating to individuals provided to Dynamic Signal via the Service, by (or at the direction of) Customer or Customer's Users.

4.4. Categories of Data Subjects: Data subjects may include Customer's employees and other users under the control of and authorized by Customer to use the Service about whom certain Personal Data is provided to Dynamic Signal via the Service.

4.5. Duration of the Processing: As between Dynamic Signal and Customer, the duration of the data processing of Customer Data under this DPA is determined by Customer.

5. Customer Instructions

5.1. Customer, as Controller, appoints Dynamic Signal as a Processor to process the Personal Data described herein on Customer's behalf.

5.2. Purpose Limitation. Dynamic Signal shall process the Personal Data for the purposes described above in accordance with Customer's instructions as described in the Agreement and this DPA, as otherwise necessary to provide the Services, or as otherwise agreed in writing. The Agreement and this DPA sets out Customer's complete instructions to Dynamic Signal in relation to the processing of the Personal Data and any processing required outside of the scope of these instructions will require prior written agreement between the parties. Customer shall ensure that its instructions comply with all laws, regulations and rules applicable to the Customer Data, and that Dynamic Signal's processing of the Customer Data in accordance with Customer's instructions will not cause Dynamic Signal to violate any applicable law, regulation or rule, including EU Data Protection Law. Dynamic Signal shall not access or use Customer Data, except as necessary to maintain or provide the Service, or as necessary to comply with the law or other binding governmental order.

5.3. Sensitive Data. Customer will not provide (or cause to be provided) any Sensitive Data to Dynamic Signal or the Service for processing, and Dynamic Signal will have no liability whatsoever for Sensitive Data, whether in connection with a Security Incident or otherwise. For the avoidance of doubt, this DPA will not apply to Sensitive Data.

5.4. Compliance. Customer shall be responsible for ensuring that: (a) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Dynamic Signal for processing in accordance with the terms of the Agreement and this DPA; and (b) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Law, in its use of the Services and its own processing of Personal Data (except as otherwise required by applicable law);

5.5. Anonymized Service Data. Notwithstanding anything in this DPA, Dynamic Signal will have the right to collect, extract, compile, synthesize and analyze aggregated non-personally identifiable data or information resulting from Customer's use or operation of the Service in a manner that does not allow personal data to be separated or identifiable as relating to Customer or its Users ("Anonymized Service Data"). To the extent any Service Data is collected or generated by Dynamic Signal, such data will be solely owned by Dynamic Signal and may be used by Dynamic Signal for any lawful business purpose. For the avoidance of doubt, this DPA will not apply to Anonymized Service Data.

6. **Security of the Processing, Confidentiality, and Personal Data Breach Notification.**

   6.1. Dynamic Signal shall in relation to the Personal Data shall implement appropriate technical and organizational measures to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, including the following security measures as appropriate: (a) the encryption of Personal Data in transit and in backup files; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Personal Data. In assessing the appropriate level of security, Dynamic Signal shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing of Personal Data as well as the risk of varying likelihood and severity for the rights and freedoms of Data Subjects and the risks that are presented by the Processing of Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

   6.2. Dynamic Signal shall ensure that any person that it authorizes to process the Personal Data shall be subject to a duty of confidentiality (whether a contractual or a statutory duty).

   6.3. Upon becoming aware of a Security Incident, Dynamic Signal shall notify Customer without undue delay, but within no more than seventy-two (72) hours, and shall provide such timely information as Customer may reasonably require to enable Customer to fulfill any data breach reporting obligations under EU Data Protection Law. Dynamic Signal shall take appropriate and commercially reasonable steps to mitigate the effects of such a Security Incident on the Personal Data.

   6.4. In the event that any request, correspondence, enquiry or complaint from a Data Subject, regulatory or third party is made directly to Dynamic Signal in connection with Dynamic Signal's processing of Customer Data, Dynamic Signal shall promptly inform Customer providing details of the same, to the extent legally permitted. Unless legally obligated to do so, Dynamic Signal shall not respond to any such request, inquiry or complaint without Customer's prior consent except to confirm that the request relates to Customer to which Customer hereby agrees.

7. **International Transfers**.

   7.1. Customer agrees that, as of the Effective Date of this Agreement, Company's primary processing operations and/or facilities for the Service are based in the United States. To the extent that Customer's use of the Services requires transfer of personal data out of the EEA the Parties agree that such transfer shall be made in compliance with an appropriate transfer mechanism providing adequate safeguards under EU Data Protection Laws, such as Standard Contractual Clauses or Privacy Shield.

   7.2. The Parties agree that, as long as Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of personal data to an entity located in the United States, and as long as the Company has and remains self-certified to the Privacy Shield, then Privacy Shield shall be the mechanism governing the transfer of personal data.

   7.3. If Company determines it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Shield principles or if Privacy Shield is no longer recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located outside the EEA, then the Company will undertake to use an alternative transfer mechanism as soon as practicable without delay. The determination of the appropriate transfer mechanism is in the Company's sole discretion, so long as such mechanism is legally effective.

7.4. In the event that the Services are covered by more than one transfer mechanism, the transfer of personal data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) Privacy Shield; and (ii) the Standard Contractual Clauses.

8. Sub-processing

8.1. <u>Sub-processors</u>. Customer agrees that Dynamic Signal may engage Dynamic Signal affiliates and third party sub-processors to process the Personal Data on Dynamic Signal's behalf.

8.2. <u>Sub-processor obligations</u>. Where a sub-processor is engaged by Dynamic Signal as described in this Section 8, Dynamic Signal shall:

(a) impose on such sub-processor data protection terms that protect the Personal Data to the same standard provided for by this DPA and EU Data Protection Law; and

(b) remain liable for any breach of this DPA caused by its sub-processor.

9. Cooperation

9.1. <u>Cooperation and data subjects' rights</u>. Dynamic Signal shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Law. In the event that such request is made directly to Dynamic Signal, Dynamic Signal shall promptly inform Customer of the same.

9.2. <u>Data Protection Impact Assessments</u>. Dynamic Signal shall, to the extent required by EU Data Protection Law, taking into account the nature of the processing and the information available to Dynamic Signal, provide Customer with commercially reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Law.

10. Security reports and audits

10.1. Dynamic Signal will make available to Customer any available security attestations or audit reports upon reasonable request, subject to Dynamic Signal's and/or relevant third-party provider's confidentiality terms and requirements.

10.2. Dynamic Signal shall permit the Customer (or its appointed third-party auditors) to carry out an audit of Dynamic Signal's procedures relevant to the protection of Personal Data to verify compliance with this DPA and EU Data Protection Law. Customer and Dynamic Signal will discuss and mutually agree in advance on the scope, timing, and duration of the audit, and Dynamic Signal reserves the right to charge a fee (based upon its reasonable costs) for such audit. Any such audit, as well as the provision of any reports, shall be subject to Dynamic Signal's security and confidentiality terms and requirements.

10.3. Dynamic Signal will make readily available to Customer relevant information reasonably necessary for Customer to comply with Customer's recordkeeping obligations under EU Data Protection Law with respect to Dynamic Signal's Processing of the Personal Data hereunder, taking into account the nature of Processing and the information available to Dynamic Signal. Such information made available to Customer will be limited to information not already in Customer's possession. Further, Customer shall handle any such information provided under this section in strict confidence and only use such information as required by law to respond to Customer's need to comply with EU Data Protection Law.

11. Deletion / return of data

11.1. Upon termination or expiry of the Agreement, Dynamic Signal shall at Customer's election, delete or return to Customer the Personal Data (including copies) in Dynamic Signal's possession, save to the extent that Dynamic Signal is required by any applicable law to retain some or all of the Personal Data.

The Dynamic Signal Service provides Customer with the capability to obtain a copy of certain user data through certain report extraction functions, as well as, all Customer Data by way of its API. Accordingly, following termination or expiry of the Agreement, Dynamic Signal will provide a reasonable opportunity for Customer to obtain a copy of its Customer Data and delete the same. This requirement shall not apply to the extent that Dynamic Signal is required by law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Dynamic Signal shall delete in accordance with its standard back-up destructions practices, except to the extent required by law.
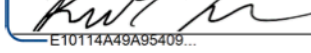
12. Miscellaneous

12.1. Except as amended by this DPA, the Agreement will remain in full force and effect.

12.2. If there is a conflict between the Agreement and this DPA related to the obligations of the parties with respect to compliance with EU Data Protection Laws, the terms of this DPA will control.

12.3. Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

IN WITNESS WHEREOF, each party, by its duly authorized representative, has agreed to and executed this Data Protection Agreement as of the Effective Date.

CUSTOMER: _____	DYNAMIC SIGNAL INC.
By: _____	By: _[signature]_ E10114A49A95409...
Name: _____	Name: Russ Fradin
Title: _____	Title: CEO
Email: _____	Email: privacy@dynamicsignal.com
Phone: _____	Phone: +1-650-231-2550
Address: _____	Address: 1111 Bayhill Drive, Suite 125
Address: _____	Address: San Bruno, CA 94066
Address: _____	Address: USA
Date: _____	Date: 5/7/2018 10:18:29 AM PDT

HOW TO EXECUTE THIS DPA:
This DPA has already been signed by Dynamic Signal. To complete this DPA, Customer must:
   a. Complete all information in the signature box and sign above.
   b. Send the completed and signed DPA to Dynamic Signal by email, indicating the Customer's Account Number or an Invoice Number to privacy@dynamicsignal.com.
Upon receipt of the validly completed DPA by Dynamic Signal at this email address, this DPA will become legally binding.