DATA PROCESSING ADDENDUM - DPA (CUSTOMERS)

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AUDIENSE DATA PROCESSING ADDENDUM:

This Data Processing Addendum ("DPA") forms a part of the Customer Terms of Service found at https://audiense.com/terms-of-use, unless Customer has entered into a superseding written master subscription agreement with Audiense, in which case, it forms a part of such written agreement (in either case, the "Agreement").

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Audiense may Process certain Personal Data and (such terms defined below) on behalf of Customer and where Audiense Processes such Data on behalf of Customer the Parties agree to comply with the terms and conditions in this DPA in connection with such Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA (including Exhibit A) and the Standard Contractual Clauses.
2. This DPA has been pre-signed on behalf of Audiense.
3. To complete this DPA, Customer must: fill the information in the signature box and sign.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.

If the Customer entity signing this DPA has executed an Order Form with Audiense pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "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.

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

"Controller Affiliate" means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and Audiense, but have not signed their own Order Form and are not a "Customer" as defined under the Agreement, (b) if and to the extent Audiense processes Personal Data for which such Affiliate(s) qualify as the Controller.

"Data Protection Laws" means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"GDPR" means the 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).

"Personal Data" means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws and is submitted as Customer Data.

"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, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

"Security Practices Datasheet" means Audiense's Security Practices Datasheet, as updated from time to time, and currently accessible at https://audiense.com/security-practices.

"Audiense" means the Audiense Limited entity which is a party to this DPA, as specified in the section "HOW THIS DPA APPLIES" above, being Audiense Limited, a company incorporated in the United Kingdom.

"Audiense Group" means Audiense and its Affiliates engaged in the Processing of Personal Data.

"Sub-processor" means any entity engaged by Audiense or a member of the Audiense Group to Process Personal Data in connection with the Services.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. DATA PROCESSING

2.1. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer may be the Controller (when Personal Data is imported by Customer to Audiense Platform) or the Sub-processor (when Audiense share with him Personal Data from a Third Party data Controller), Audiense is the Processor (of the Customer or the Third Party depending on who is the source of Personal Data) and that Audiense or members of the Audiense Group will engage Sub-processors pursuant to the requirements set forth in Section 4 "Subprocessors" below.

2.2 Customer's Processing of Personal Data. With regards to Personal Data imported by Customer to Audiense Platform, Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 Audiense's Processing of Personal Data.
   A. As Customer's Processor, Audiense shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the

"Purpose"). Audiense acts on behalf of and on the instructions of Customer in carrying out the Purpose.

B. As Third Party Processor, Audiense shall only Process Personal Data for the following purposes: (i) Processing in accordance with their agreement and applicable order form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Third Party (e.g., via email or support tickets) that are consistent with the terms of their agreement. Audiense acts on behalf of and on the instructions of Third Party in carrying out their purposes.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Audiense is the Purpose. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. Each Party shall, to the extent legally permitted, promptly notify The other Party if receives any requests from a Data Subject to exercise the following Data Subject rights: access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a "Data Subject Request"). Taking into account the nature of the Processing, Each party shall assist the Other Party by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of each Party's obligation to respond to a Data Subject Request under applicable Data Protection Laws.

4. SUB-PROCESSORS

4.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Audiense's Affiliates may be retained as Sub-processors; (b) Customer may be retained as Sub-processors of Third Parties; and (c) Audiense and Audiense's Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Audiense or an Audiense Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that Audiense hosting servers are located in the United States.

4.2 List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors for the Services, including the identities of those Sub-processors regarding Customers data and their country of location, is accessible by emailing privacy@audiense.com. Customer undertakes to provide Audiense with the list of subprocessors in the case that they request it by any means.

4.3 Liability. Each Party shall be liable for the acts and omissions of its Sub-processors to the same extent Each Party would be liable if performing the Services of each Sub-processor directly under the terms of this DPA, except as otherwise set in writing.

5. SECURITY

5.1 Controls for the Protection of Customer Data. Each Party shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, the Data), confidentiality and integrity of the Other Party Data, as set forth in the Security Practices Datasheet. Audiense regularly monitors compliance with these measures. The Parties will not materially decrease the overall security of the Services during a subscription term.

5.2 Third-Party Certifications and Audits. Audiense has obtained the third-party certifications and audits set forth in the Security Practices Datasheet. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Audiense shall make available to Customer (or Customer's independent, third-party auditor) information regarding the Audiense Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security Practices Datasheet. Customer may contact Audiense in accordance with the "Notices" Section of the Agreement to request an on-site audit of Audiense's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Audiense for any time expended for any such on-site audit at the Audiense Group's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Audiense shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Audiense. Customer shall promptly notify Audiense with information regarding any noncompliance discovered during the course of an audit, and Audiense shall use commercially reasonable efforts to address any confirmed non-compliance.

6. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Regarding Customers Data, Audiense maintains security incident management policies and procedures specified in the Security Practices Datasheet. Audiense shall notify Customer of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Audiense becomes aware and which may require a notification to be made to a Supervisory Authority or Data Subject under applicable Data Protection Law or which Audiense is required to notify to Customer under applicable Data Protection Law (a "Customer Data Incident"). Audiense shall provide commercially reasonable cooperation and assistance in identifying the cause of such Customer Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Audiense's control. The obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any NonAudiense Products.

Customer agree to do the same regarding Third Parties Data processed by Audiense and subprocessed by Customer.

7. RETURN AND DELETION OF CUSTOMER DATA

Upon termination of the Services for any Party is Processing Personal Data, Each Party shall, upon the Other Party's request, and subject to the limitations described in the Agreement and the Security Practices Datasheet, return all Data and copies of such data to the Other Party or securely destroy them and demonstrate to the satisfaction of the Other Party that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade. Audiense agrees to preserve the confidentiality of any retained Customer Data and will only actively Process such Customer Data after such date in order to comply with the laws it is subject to.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree thatCustomer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between Audiense and each such Controller Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and

is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Audiense under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3 Rights of Controller Affiliates. If a Controller Affiliate becomes a party to the DPA with Audiense, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1 Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against Audiense directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the Audiense procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Audiense by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

9. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Audiense, whether in contract, tort 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. For the avoidance of doubt, Audiense's and its Affiliates' total liability for all claims from the Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, Audiense will Process Personal Data in accordance with the GDPR requirements directly applicable to Audiense's provisioning of the Services.

10.1.1 Data Protection Impact Assessment. Upon Customer's request, Audiense shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Audiense. Audiense shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

10.2 Transfer Mechanisms. As of the effective date of this DPA, Audiense self-certifies to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce. For transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such applicable Data Protection Laws.

11. PARTIES TO THIS DPA

The Section "HOW THIS DPA APPLIES" specifies which Audiense entity is party to this DPA.

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and Audiense when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a data processing addendum with Audiense, this DPA supersedes and replaces such prior Data Processing Addendum.

13. GOVERNING LAW

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the United Kingdom.

On behalf of Audiense

Name   JAVIER BUDON

Position   CEO

Signature

Address   81 RIVINGTON STREET, LONDON, EC2A 3AY, UK

On behalf of the Customer

Company

Name

Position

Signature

Address

EXHIBIT A: DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:
- Authorized Users;
- Employees of Customer;
- Consultants of Customer;
- Contractors of Customer;
- Agents of Customer; and/or
- Third parties with which Customer conducts business.
- Authors

Categories of data

The personal data transferred concern the following categories of data:

Any personal data comprised in Customer Data, as defined in our Terms of Service at https://audiense.com/tos and Privacy Policy at https://audiense.com/privacy-policy.

Processing operations

The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:
- Storage and other processing necessary to provide, maintain, and improve the Services provided to Customer;
- To provide customer and technical support to Customer; and
- Disclosures in accordance with the Agreement, as compelled by law.