

ADSLOT DATA PROCESSING ADDENDUM

Effective Date: May 25, 2018.

This Data Processing Addendum (“DPA”) forms part of the Adslot Agreement, Adslot Master Agreement, or other written or electronic agreement (the “Agreement”) between Adslot Pty. Ltd. and its subsidiaries (“Adslot”) and Customer for use of the Adslot products and services (the “Adslot Products and Services”).

By continuing to access and use the Adslot Products and Services after the Effective Date, Customer accepts, and agrees to be bound by, the terms of this DPA, on behalf of itself and its Affiliates. The term of this DPA shall commence on May 25, 2018 and end on the date that Adslot ceases to process Personal Data on behalf of Customer.

Definitions

“Customer” shall have the meaning set forth in the Agreement.

“Customer Personal Data” means Customer Data that is also Personal Data.

“Controller” means the entity that determines the purposes and means of the Processing of Personal Data.

“Data Protection Laws and Regulations” means all laws and regulations applicable to the Processing of Personal Data under this Agreement, including those of the European Union, the European Economic Area, Switzerland, and the United Kingdom.

“Data Subject Tool” means any tool made available by Adslot directly to data subjects that enables Adslot to respond in an automated fashion to certain requests from data subjects regarding Personal Data.

“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 repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means information relating to an identified or identifiable natural person.

“Personal Data Incident” means a breach of Adslot’s security systems that results in the accidental, unlawful, or unauthorised destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. A Personal Data Incident does not include activities that do not compromise the security of Customer Personal Data including unsuccessful log-in attempts, denial of service attacks and other mitigated attacks on networked systems.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available.

Data Processing

Roles of the Parties. The parties agree that with regard to the Processing of Customer Personal Data under the Agreement, Customer is the Controller and Adslot is the Processor. Each party will comply with the obligations applicable to it under the Data Protection Laws and Regulations with respect to the Processing of Personal Data.

Customer’s Processing of Personal Data. Customer shall, in its use of the Adslot Products and Services, Process Customer Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Customer shall have sole responsibility for establishing the lawful means by which Customer acquires and uses Personal Data.

Adslot as Processor. Adslot shall only process Customer Personal Data on behalf of, and at the direction of, the Customer.

Adslot as Controller. Adslot may also be an independent Controller for some Personal Data relating to you, your employees or partners. Please see Schedule 1 for details about this Personal Data which we control. When we process Personal Data as a Controller, you acknowledge and confirm that the Agreement does not create a joint-Controller relationship between you and us.

Purposes of Processing. Adslot shall only Process Personal Data in accordance with (i) Customer’s written instructions, (ii) the terms of the Agreement, and (iii) any applicable Order Forms and/or Statements of Work. Adslot shall have a right to Process certain categories of Personal Data on behalf of Customer for certain defined purposes, as more expressly set forth in Schedule 1.

Rights of Data Subjects.

If a data subject requests information from Adslot via a Data Subject Tool about the processing of Personal Data, then Adslot will automatically respond to such request in accordance with the standard functionality of the Data Subject Tool. If the request is not made via the Data Subject Tool and/or the Data Subject Tool is not able to respond to such request in an automated fashion, then Adslot shall provide reasonable assistance to Customer in responding to written information requests from data subjects, solely to the extent permitted by law and technical limitations.

The Data Subject Tool can be found at www.adslot.com/privacy-policy/

Customer acknowledges that Adslot may not be able to verify the personal identity of an individual Data Subject in order to respond to a subject access request. Requests for assistance may be sent to privacy@adslot.com.

Technical and Security Safeguards.

Systems. Adslot shall maintain appropriate technical and organisational policies, procedures and safeguards for protection of Customer Personal Data, including protection against unauthorised Processing, and against destruction, loss, alteration, damage, or unauthorised disclosure of or access to, Customer Personal Data. A summary of Adslot's technical and organisational policies is attached here as Schedule 2.

Confidentiality. Adslot shall ensure that all personnel responsible for Processing Customer Personal Data enter into customary confidentiality agreements, which shall govern the access, use and treatment of Customer Personal Data by Adslot.

Access by Adslot Employees. Adslot shall use commercially reasonable efforts to limit access to Customer Personal Data to those individuals that require access to Customer Personal Data in order to provide the Adslot Products and Services to Customer.

Personal Data Incident Notifications. Adslot shall maintain Personal Data Incident management policies and procedures and shall, as soon as reasonably practicable and in accordance with the timelines required by the Data Protection Laws and Regulations, notify Customer of any Personal Data Incidents that result in the unauthorised or illegal destruction, loss, alteration, disclosure of, or access to, Customer Personal Data that is stored or Processed by Adslot. Adslot will take prompt action to mitigate any harm to Customer and/or Customer's Personal Data.

Removal and Deletion of Customer Data.

Upon the request of Customer and/or at the conclusion of the Agreement Term, Adslot shall, to the extent feasible taking into account the functionality of the Adslot Products and Services, delete Customer Personal Data from its systems, as soon as reasonably practicable, but no later than one hundred eighty (180) days of Customer's request.

Data Protection Officer.

Adslot has appointed a Data Protection Officer ("DPO") that is responsible for assisting with compliance obligations in Europe. The DPO may be reached at privacy@adslot.com.

Sub-Processors.

Customer acknowledges and agrees that Adslot may engage Sub-Processors to assist with the hosting and storage of Customer Personal Data. Adslot shall use commercially reasonable efforts to enter into a written agreement with each Sub-Processor that contains data protection obligations no less protective than those in the DPA. Current Sub-Processors are identified in Schedule 3.

SCHEDULE 1

Description of Personal Data and Processing Activities

Types of Personal Data

Adslot as Controller

- Contact details such as your name, address, telephone number and email address (as provided by you).
- Details regarding the transactions you undertake or authorise using our Products and Services.

Adslot as Processor

On behalf of Customer, Adslot Processes the following types of Personal Data:

- Cookie IDs
- Mobile Advertising IDs (IDFA and AAID)
- IP Address
- Non-Precise Geo-Location Data
- Web browsing information
- Mobile application usage information
- Inferred and declared behavioural data
- Demographic information, such as age and/or gender

Categories of Data Subjects

On behalf of ourselves, Adslot collects Personal Data from individuals that use its Products and Services.

On behalf of Customer, Adslot collects Personal Data from individuals that engage with content online – through a web browser, mobile application, or direct marketing activities. These individuals include prospects, customers, business partners and vendors of Customer.

Nature and Purpose of Processing

Adslot will Process Personal Data as necessary to provide the Adslot Products and Services to Customer

Adslot Processes Personal Data, as instructed by Customer. for the following purposes:

- Interest based advertising

- Cross device matching
- Personalised content delivery
- Campaign analytics and insights
- ID syncing
- Market research

Special Categories of Data

At the request and direction of Customer, Adslot may Process special categories of data.

SCHEDULE 2

Technical and Security Safeguards

Data Transmission

All customer interactions with the Adslot Products and Services are encrypted in transit with Secure Sockets Layer (SSL) technology using industry standard encryption practices.

Application Security

All user access to the Adslot Products and Services is protected by granular user privileges, including distinct read/write privileges. These privileges are packaged into reusable and customisable roles. Individual users are granted any number of roles, thus providing the capability to control specific responsibilities and access levels within a customer's organisation.

Development Practices

Adslot utilises industry-standard source code management systems to manage the introduction of new code into the product suite. Access to the code repositories is granted on an as needed basis only to employees within the Technology and Engineering organisations.

Hosting Infrastructure

Adslot infrastructure is hosted in a combination of Amazon Web Services (AWS) and Microsoft Azure facilities. Both are top tier hosting providers with hardened and redundant facilities management practices. Adslot does not maintain any physical access to the AWS or Azure facilities, and remote access is restricted to named operations staff on as needed basis. They provide a fully redundant and fault tolerant infrastructure, including on site power generation in the event of the failure of a public utility. The Adslot footprint within the facilities is itself internally fault tolerant and fully redundant at the hardware, software, and connectivity layers.

Configuration Management

Adslot utilises automated configuration management tools to manage application runtimes and configuration parameters across our infrastructure, with access restricted to staff that support releases and operations. Within the configuration management information architecture, credentials used by automated systems (e.g. database logins) are isolated from general application configuration parameters to further limit access to such credentials.

SCHEDULE 3

Sub-processors

Amazon Web Services, Inc.

Third party hosting provider for the Adslot Products and Services.

Microsoft Corporation

Third party hosting provider for the Adslot Products and Services.

Zendesk, Inc

Third party application for managing user support requests

Lotame, Inc

Third party Data Management Platform provider for processing Customer Personal Data.