

ONGAGE
DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**DPA**”) is an integral part of the Terms of Service, I/O, SOW or any other agreement (the “**Agreement**”) executed between Ongage Ltd. (“**Ongage**”) and the Customer whose the signatory on the applicable agreement, including online agreements executed by Customer. Ongage and Customer, each as defined under the Agreement, shall be a “**Party**” to this DPA and together, “**Parties**”. Any terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

This DPA shall be subject to, and apply only to the extent that:

- i. EU Data Protection Law (as defined below) applies to the Processing of Personal Data under the Agreement, including if: (a) the Processing is in the context of the activities of an establishment of either party in the European Economic Area (the “**EEA**”); or (b) the Personal Data relates to Data Subjects who are located in the EEA and the Processing relates to the offering to them of goods or services or the monitoring of their behavior in the EEA by or on behalf of a party; and/or
- ii. The Personal Data relates to California Consumers, as defined below.

1. DEFINITIONS

- 1.1. “**Data Protection Law**” means any and all applicable privacy and data protection laws and regulations including, where applicable, EU Data Protection Law and the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et. Seq. (the “**CCPA**”), as may be amended or superseded from time to time.
- 1.2. “**Controller**”, “**Processor**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” (and “**Process**”), “**Personal Data Breach**” and “**Special Categories of Personal Data**” shall all have the meanings given to them in EU Data Protection Law. The terms “**Business**”, “**Business Purpose**”, “**Consumer**”, “**California Consumer**”, “**Service Provider**” and “**Sell**” shall have the meaning ascribed to them in the CCPA. “**Data Subject**” shall also mean and refer to “**Consumer**” as such term is defined in the CCPA. “**Personal Data**” shall also mean and refer to “**Personal Information**” as such term is defined in the CCPA.
- 1.3. “**EU Data Protection Law**” means the (i) EU General Data Protection Regulation (Regulation 2016/679) (“**GDPR**”); (ii) the EU e-Privacy Directive (Directive 2002/58/EC), as amended (“**e-Privacy Law**”); (iii) any national data protection laws made under, pursuant to, replacing or succeeding (i) and (ii); and (iv) any legislation replacing or updating any of the foregoing.
- 1.4. “**Security Incident**” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data of the other party. For the avoidance of doubt, any Personal Data Breach of the other party’s Personal Data will comprise a Security Incident.
- 1.5. “**Customer Data**” means any and all Personal Data associated with Customer’s Recipients and end-users Processed in connection with the provision of the Services by Ongage under Agreement and as detailed in the attached **Exhibit A**.

2. RELATIONSHIP OF THE PARTIES

The Parties acknowledge that in relation to all Customer Data, as between the parties, the Customer is the Controller of Customer Data, and that Ongage, in providing the Service is acting as a Processor on behalf of Customer. For the purpose of the CCPA (and to the extent applicable), the Customer is the Business and Ongage is the Service Provider. Without derogating from the above, it is hereby clarified that in addition to Ongage's capacity as a Processor of the Customer Data, Ongage is also a Controller of certain Personal Data related to Customer, such as (without limitation) Customer's registration data, Customer's personnel contact details or Customer's contact information in the event Customer contacts Ongage via email or through its website. Such Personal Data shall be used in accordance with Ongage's Privacy Policy available at: <https://www.ongage.com/wp-content/data-privacy.pdf>

3. REPRESENTATIONS

- 3.1. Customer represents and warrants that: (a) its Processing instructions shall comply with applicable Data Protection Law, and Customer acknowledges that, taking into account the nature of the Processing, Ongage is not in a position to determine whether Customer's instructions infringe applicable Data Protection Law; and (b) it will comply with EU Data Protection Law, specifically with regards to the lawful basis principal for Processing Personal Data.
- 3.2. Ongage represents and warrants that it shall process Personal Data only under the Customer's instructions, and as set forth under Article 28(3) of the GDPR. Ongage will process the Personal Data on behalf of Customer, solely for the purpose of providing the Services and for the pursuit of a Business Purpose as set forth under the CCPA, all in accordance with Customer's written instructions including the Agreement and this DPA. Notwithstanding the above, in the event the Ongage is required under applicable laws to Process Customer Data other than as instructed by Customer, Ongage shall make its best efforts to inform Customer of such requirement prior to processing such Customer Data, unless prohibited under applicable law.

4. PROCESSING OF PERSONAL DATA AND COMPLIANCE WITH DATA PROTECTION LAW

- 4.1. Customer represents and warrants that sensitive data (*i.e.*, Special Categories of Personal Data) shall not be Processed or shared in connection with the performance of Ongage's obligations under the Agreement. Customer further acknowledges that, Ongage solely provides a platform that will be used by Customer and it does not monitor or review the information therein, including any Personal Data, except for limited purposes such as to provide Customer with support.
- 4.2. Unless otherwise agreed to in writing by the parties, Customer shall not share any Personal Data with Ongage that contains Personal Data relating to children under 16 years old.
- 4.3. As between the Parties, Customer undertakes, accepts and agrees that Ongage and the Data Subject do not have a direct relationship. Customer shall ensure that it obtains a proper affirmative act of consent from Data Subjects in the event required in accordance with applicable Data Protection Law and other relevant privacy requirements in order to Process Personal Data as set out herein, including providing Data Subjects with necessary privacy notices.

5. RIGHTS OF DATA SUBJECT AND PARTIES COOPERATION OBLIGATIONS

It is agreed that where Ongage receives a request from a Data Subject or an applicable authority in

respect of Personal Data Processed by it, where relevant, Ongage will direct the Data Subject or the applicable authority to the Customer in order to enable the Customer to respond directly to the Data Subject's or the applicable authority's request, unless otherwise required under applicable laws. Both parties shall provide each other with commercially reasonable cooperation and assistance in relation to the handling of a Data Subject's or applicable authority's request, to the extent permitted under Data Protection Law.

6. NO SALE OF PERSONAL DATA

It is hereby agreed that any disclosure of Personal Data between the Parties is done solely in order to fulfill a Business Purpose, and Ongage does not receive or process any Personal Data in consideration for the Services. Thus, such Processing of Personal Data shall not be considered as a "Sell" under the CCPA.

7. SUB-PROCESSOR

Customer acknowledges that Ongage may transfer Personal Data to and otherwise interact with third party data processors (the "**Sub-Processor**"). Customer hereby, authorizes Ongage to engage and appoint such Sub-Processors to Process Personal Data, as well as permits each Sub-Processor to appoint a Sub-Processor on its behalf. Ongage may, continue to use those Sub-Processors already engaged by Ongage and Ongage may engage an additional or replace an existing Sub-Processor to process Personal Data provided that it notifies Customer of its intention to do so. Ongage shall, where it engages any Sub-Processor, impose, through a legally binding contract between Ongage and the Sub-Processor, data protection obligations no less onerous than those set out in this DPA on the Sub-Processor. Ongage shall ensure that such contract will require the Sub-Processor to provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Data Protection Law.

8. TECHNICAL AND ORGANIZATION MEASURES

Ongage hereby confirms that it has implemented and will maintain appropriate physical, technical and organizational measures to protect Customer Data as required under Data Protection Laws, taking into account the state of are and cost of implementation, in order to ensure lawful processing of Customer Data and safeguard Customer Data from unauthorized, unlawful or accidental processing, access, disclosure, loss, alteration or destruction.

9. SECURITY INCIDENT

Ongage will notify Customer upon becoming aware of any confirmed Security Incident involving Customer Data in Ongage's possession or control. Ongage's notification regarding, or response to a Security Incident under this Section 9 shall not be construed as an acknowledgment by Ongage of any fault or liability with respect to the Security Incident. Ongage will, in connection with any Security Incident affecting Customer Data: (i) quickly and without delay, take such steps as are necessary to contain, remediate, minimize any effects of and investigate any Security Incident and to identify its cause; (ii) co-operate with the Customer and provide Customer with such assistance and information as it may reasonably require in connection with the containment, investigation, remediation or mitigation of the Security Incident; and (iii) notify Customer in writing of any request, inspection, audit or

investigation by a supervisory authority or other authority.

10. DATA AUDIT RIGHTS

Ongage shall make available, upon prior written notice and no more than once per year, to a an auditor nominated by Customer, information necessary to reasonably demonstrate compliance with this DPA, and shall allow for audits, including inspections, by such auditor solely in relation to the Processing of the Customer Data (the “**Audit**”) in accordance with the terms and conditions hereunder. Any audit carried out by Customer will be conducted in a manner that does not disrupt, delay or interfere with Ongage’s performance of its business in any way. Customer shall ensure that the individuals carrying out the audit are under appropriate confidentiality obligations as approved by Company. Customer shall bear all expenses related to the Audit. Any and all conclusions of such Audit shall be confidential and reported back to Ongage.

11. DATA TRANSFER

Where EU Data Protection Law applies, neither party shall transfer Personal Data to a territory outside of the EEA unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data.

12. CONFLICT

In the event of a conflict between the terms and conditions of this DPA and the Agreement, this DPA shall prevail. Except as set forth herein all of the terms and conditions of the Agreement shall remain in full force and effect.

13. TERM & TERMINATION

This DPA shall be effective as of the effective date of the Agreement.

Exhibit A

Details of Personal Data Processing

This Exhibit A includes certain details of the processing Personal Data as required by Article 28(3) of the GDPR.

Subject matter and duration of the Processing of Personal Data:

Processing shall be carried out in connection with the provision of the services under the Agreement. The duration shall be for the term of the Agreement with an additional period of 30 days from the expiration of the Agreement until deletion of Personal Data by Ongage in accordance with the terms of this DPA.

The nature and purpose of the Processing of Personal Data:

To provide the services to the Customer in accordance with the Agreement.

Data subjects

The Personal Data processing concern the following categories of data subjects:

- Customer's end users;

Categories of data

The personal data transferred concern the following categories of data:

- Email address of end-users
- Any Information which may allow the identification of end users and is related to the device used by the end user (e.g., IP address, device's unique identifiers, cookies, etc.), including the user-defined preferences and settings

Processing operations

Collecting and recording the data, hosting the data, organizing the data, adapting or altering the data, consulting or retrieving the data, disclosing or transferring the data, etc., in each case for the purposes of providing services to Customer, the scope of which are set out in the Agreement.