

DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its schedules and appendices (“**DPA**”) forms part of the Überflip Services Agreement or any other written agreement governing the provision and use of the Überflip Services (the “**Agreement**”) between Flyp Technologies Inc., dba Überflip, an Ontario, Canada corporation (“**Überflip**”) and Customer. This DPA shall apply to the Agreement to the extent that Überflip processes Personal Data (as defined below) in the provision of Überflip’s Services, By signing this 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 Authorized Affiliates. For the purposes of this DPA only, and except where indicated otherwise, the term “**Customer**” shall include Customer and Authorized Affiliates.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In the event of conflict between the terms of this DPA and the Agreement, the terms of this DPA shall control to the extent of such conflict with respect to the particular subject matter in question.

The Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. DEFINITIONS.

The terms “**controller**”, “**data subject**”, “**supervisory authority**”, “**processor**”, “**process**”, “**processing**”, “**personal data**”, and “**personal information**” as used in this DPA shall have the meanings given to them in Data Protection Laws. Where CCPA is applicable, the terms “**personal information**”, “**sell**”, “**share**”, “**business purpose**” and “**de-identified**” shall be interpreted in accordance with the CCPA. The term “**controller**” includes “**business**”, the term “**data subject**” includes “**consumers**”, and the term “**processor**” includes “**service provider**” (in each case, as defined by the CCPA).

“**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.

“**Authorized Affiliate**” means a Customer Affiliate who is authorized to use the Services under the Agreement between Customer and Überflip, and who has not signed their own Agreement or Order Form with Überflip.

“**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended, and its implementing regulations.

“**Data Protection Laws**” means the data protection and privacy laws and regulations of Canada, the United States and European Data Protection Laws applicable to Überflip in the processing of Personal Data under this DPA.

“**European Data Protection Laws**” means (a) Regulation 2016/679 (General Data Protection Regulation) (“**EU GDPR**”); (b) the EU GDPR as saved into United Kingdom law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”); and (c) the Swiss Federal Data Protection Act and its implementing regulations (“**Swiss Data Protection Act**”); in each case as may be amended, superseded or replaced from time to time.

“**Personal Data**” means any ‘personal data’ or ‘personal information’ contained within Customer Data, provided that such data is electronic data and information submitted by or on behalf of Customer. .

“**Restricted Transfer**” means a transfer (directly or via onward transfer) of Personal Data, that is subject to European Data Protection Laws, to a third country outside the European Economic Area (“**EEA**”), United Kingdom and Switzerland, which is not subject to an adequacy determination by the European Commission, United Kingdom or Swiss authorities (as applicable).

“**Standard Contractual Clauses**” or “**SCCs**” means the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021, as may be amended, superseded or replaced from time to time.

“**Sub-processor**” means any other processor engaged by Überflip (including any Überflip Affiliate) to process Personal Data.

“**UK Addendum**” means the International Data Transfer Addendum (version B1.0) issued by the Information Commissioner’s Office under S.119 (a) of the UK Data Protection Act 2018, as updated or amended from time to time.

2. DATA PROCESSING AND SECURITY RESPONSIBILITIES.

2.1 Roles of the Parties. This DPA applies when Personal Data is processed by Überflip as a processor or sub-processor in its provision of the Services to Customer, who will act as either a controller or processor of Personal Data.

2.2 Customer Processing. Customer shall have sole responsibility for the accuracy, quality and legality of Personal Data, including providing notices and obtaining consents, permissions and rights required to enable Überflip to process Personal Data. For avoidance of doubt, Customer’s instructions and processing of Personal Data shall comply with Data Protection Laws.

2.3 Überflip Processing. Überflip shall treat Personal Data as Confidential Information and shall process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) processing in accordance with the Agreement and applicable Order Form(s); (ii) processing initiated by Customer in its use of the Services; and (iii) processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

2.4 Details of Processing. The details of processing of Personal Data by Überflip under this DPA are set out in Schedule 1 of the DPA.

3. DATA PROCESSING UNDER THE CCPA.

3.1 Überflip recognizes that it is a Service Provider for the Customer and acknowledges that it understands its responsibilities under the CCPA. Überflip collects Personal Data of California consumers as instructed by the Customer.

3.2 Überflip agrees that it shall not: (1) “sell” or “share” Personal Data as such terms defined under the CCPA; (2) retain, use or disclose Personal Data (i) for any purpose other than for the purposes specified in the Agreement and the DPA and to meet legal obligations, or (ii) outside of the direct business relationship between Customer and Überflip, except as permitted under the applicable Data Protection

Laws; (3) combine Customer's Personal Data with Personal Data received from any other source, except that Überflip may combine Personal Data to perform any permissible business purpose as defined in the regulations adopted by the California Privacy Protection Agency.

3.3 Überflip shall (a) provide the same level of privacy protection as is required by the CCPA; (b) notify Customer promptly in writing if Überflip makes a determination that it can no longer meet its obligations under the CCPA; and (c) grant the Customer the right, upon notice, to take reasonable and appropriate steps to stop and remediate Überflip's unauthorized use of Personal Data. Überflip, to the extent it receives de-identified information from Customer, commits to maintain and use the information in de-identified form.

4. CONFIDENTIALITY

4.1 Authorized Personnel. Überflip shall ensure that its authorized employees, officers, directors, or contractors ("**Personnel**") engaged in the processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.

4.2 Limitation of Access. Überflip shall ensure that access to Personal Data is limited to those authorized Personnel who need to have access in order to render the Services in accordance with the Agreement.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Überflip's Affiliates may be retained as Sub-processors; and (b) Überflip may engage third-party Sub-processors in connection with the provision of the Services. Überflip has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in the Agreement or this DPA with respect to the protection of Personal Data to the extent applicable considering the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. Überflip shall make available to Customer, the current list of Sub-processors for the Services on its website at <https://www.uberflip.com/legal/sub-processors/> (the "**Sub-Processor List**") with a mechanism to subscribe to notifications for any updates to the Sub-Processor List including the addition or removal of Sub-processors. Überflip shall update its Sub-Processor List prior to authorizing any new Sub-processor(s) to process Personal Data in connection with the provision of the Services.

5.3 Objection Right for New Sub-processors. Customer may object (on reasonable grounds pursuant to applicable Data Protection Laws) to Überflip's use of a new Sub-processor by notifying Überflip in writing to dpo@uberflip.com within fifteen (15) days of update to the Sub-Processor List in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Überflip will use reasonable efforts to: (i) make available to Customer, a change in the Services or (ii) recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If within sixty (60) calendar days, Überflip is unable to make the necessary changes to meet its requirements under Data Protection Laws, Customer may terminate only those Services which cannot be provided by Überflip without the use of the objected-to new Sub-processor by providing written notice to Überflip.

6. ASSISTANCE

6.1 Data Subject Requests. Überflip shall, to the extent legally permitted, promptly notify Customer if Überflip receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of processing, erasure ("right to be forgotten"), data portability, object to the processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the processing, Überflip shall assist Customer insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Überflip shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Überflip is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Überflip's provision of such assistance.

6.2 Data Protection Impact Assessment. Upon Customer's request, Überflip shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the Data Protection Laws 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 Überflip.

6.3 Third-Party Audits. Überflip's security operations are audited annually by a third-party. Upon Customer's written request but at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Überflip shall make available to Customer, that is not a competitor of Überflip (or Customer's independent, third-party auditor that is not a competitor of Überflip), a copy of Überflip's then most recent third-party audits as applicable.

7. SECURITY

7.1 Security Measures. Überflip 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, Personal Data), confidentiality and integrity of Personal Data as set out in Überflip's Data Security Policy located at <https://www.uberflip.com/legal/> under "Data Security Policy". Überflip regularly monitors compliance with these measures. Überflip will not materially decrease the overall security of the Services during a subscription term.

7.2 Security Breach Notification. Überflip maintains security incident management policies and shall notify Customer without undue delay, but no later than 48 hours after becoming aware of material accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, which is transmitted, stored or otherwise processed by Überflip or its Sub-processors (a "**Security Breach Incident**"). Überflip shall make reasonable efforts to identify the cause of such Security Breach Incident and take those steps as Überflip deems necessary and reasonable in order to remediate the cause of such a Security Breach Incident to the extent the remediation is within Überflip's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. TRANSFER OF PERSONAL DATA

8.1 Restricted Transfers. Where the transfer of Personal Data to Überflip is a Restricted Transfer, and the transfer is to a country not deemed to have an adequate level of data protection, such transfer shall

be governed by the SCCs, which shall be deemed incorporated into and form an integral part of the DPA in accordance with Schedule 2 of this DPA.

8.2 Alternative Transfer Mechanisms. If and to the extent that a court of competent jurisdiction or a supervisory authority with binding authority orders (for any cause or reason whatsoever) that the measures described in this DPA cannot be relied on to lawfully transfer Personal Data to Überflip, the parties shall reasonably cooperate to agree and take any actions that may be reasonably required to implement any additional measures or alternative transfer mechanism to enable the lawful transfer of such Personal Data. Additionally, in the event Überflip adopts an alternative transfer mechanism (including any successor version of the Privacy Shield), such alternative transfer mechanism shall apply instead of the SCCs described in Section 8.1 of this DPA (but only to the extent such alternative transfer mechanism complies with applicable European Data Protection Laws and extends to the territories to which Personal Data is transferred).

9. TERMINATION; RETURN AND DELETION OF PERSONAL DATA

9.1 In the event a law, legal requirement, privacy or information security enforcement action, investigation, litigation or claim, or any other circumstance, is reasonably likely to adversely affect Überflip's ability to fulfill its obligations under this DPA, Überflip shall promptly notify Customer in writing. The parties shall negotiate in good faith, alternative processing, and if no other alternative processing is commercially reasonable to Überflip, Überflip may immediately suspend any processing and/or terminate, in whole or in part, the Agreement and this DPA.

9.2 Upon the termination of the Agreement or at such other times as instructed by Customer in writing, Überflip will return or securely dispose of all Personal Data in the possession or control of Überflip. In the event applicable law does not permit Überflip to comply with the delivery or destruction of the Personal Data, Überflip shall ensure the strict confidentiality of the Personal Data and shall not process any Personal Data by or on behalf of Customer after termination of the Agreement.

10. GENERAL

10.1 The parties agree that this DPA supersedes any prior DPA attachment, exhibit or SCCs that the parties may have previously entered into in connection with the Services.

10.2 No amendment, supplement, modification, waiver or termination of this DPA, except as otherwise specified, no consent or approval by any Party, will be binding unless executed in writing and approved by both parties.

10.3 Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable, all other provisions will remain in full force and effect.

10.4 Überflip's obligations set forth in this DPA shall also extend to Authorized Affiliates, subject to the following conditions: (a) Customer is solely responsible for communicating any processing instructions on behalf of its Authorized Affiliates; (b) Customer shall be responsible for Authorized Affiliates' compliance with this DPA and all acts and/or omissions by an Authorized Affiliate; and (c) if an Authorized Affiliate seeks to assert a legal demand, action, suit, claim, proceeding or otherwise against Überflip ("**Authorized Affiliate Claim**"). Customer must bring such Authorized Affiliate Claim directly against Überflip on behalf of such Authorized Affiliate, unless Data Protection Laws require the Authorized Affiliate be a party to such claim, and all Authorized Affiliate Claims shall be

considered claims made by Customer and shall be subject to any liability restrictions set forth in the Agreement.

10.5 In the event of any conflict between this DPA and any data privacy provisions set out in any agreements between the parties relating to the Überflip Services, the parties agree that the terms of this DPA shall prevail, provided that if and to the extent the SCCs conflict with any provision of this DPA, the SCCs control and take precedence.

10.6 Except as otherwise set forth in the Agreement, Überflip shall be liable for the acts and omissions of its Sub-processors, to the same extent Überflip would be liable if performing the services of each Sub-processor directly under the terms of this DPA. The liability of each party under this DPA shall be subject to the exclusions and limitations of liability set forth in the Agreement.

10.7 This DPA will be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

10.8 The obligations placed upon each party under this DPA and the Standard Contractual Clauses shall survive so long as Überflip processes Personal Data on behalf of Customer.

[SIGNATURE PAGE FOLLOWS]

By signing below, each party acknowledges that it has read and understood the terms of this DPA and agrees to be bound by them.

Customer: _____	Flyp Technologies Inc., d.b.a. Überflip
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Contact Person: _____	Contact Person: Sarah Ferriter
Contact Title: _____	Contact Title: General Counsel
Contact Email: _____	Contact Email: legal@uberflip.com
Address:	Address: 325 Front St. W., 2nd Floor, Box 47, Toronto ON M5V 2Y1, Canada

SCHEDULE 1

DETAILS OF PROCESSING AND TRANSFER

SCHEDULE 1 (A): LIST OF PARTIES

Data Exporter	<p>Name: The entity set out as “Customer” in this DPA to which this Schedule 1 is attached.</p> <p>Address: The address as set out in the DPA to which this Schedule 1 is attached.</p> <p>Contact person’s name, position and contact details: The contact person’s information as set out in this DPA to which this Schedule 1 is attached.</p> <p>Activities relevant to the data transferred: The activities specified in Schedule 1(B) below.</p> <p>Signature and date: On the signature page of the DPA to which this Schedule 1 is attached.</p> <p>Role (Controller/Processor): Controller (for Module 2) or Processor (for Module 3).</p>
Data Importer	<p>Name: Flyp Technologies Inc., d.b.a. Überflip</p> <p>Address: 325 Front St. W., 2nd Floor, Box 47, Toronto ON M5V 2Y1, Canada</p> <p>Contact person’s name, position and contact details: Sarah Ferriter, General Counsel, legal@uberflip.com</p> <p>Activities relevant to the data transferred: The activities specified in Schedule 1(B) below.</p> <p>Signature and date: On the signature page of the DPA to which this Schedule 1 is attached.</p> <p>Role (Controller/Processor): Processor.</p>

Schedule 1 (B): DESCRIPTION OF THE PROCESSING AND TRANSFER

Categories of data subjects whose Personal Data is transferred:	<p>Data subjects whose Personal Data is included in Customer Data. Unless otherwise modified by Customer and depending on the nature of the Services, these data subjects may include (a) individual contacts, prospects, customers, business partners and vendors of Customer (who are natural persons); (b) employees or contact persons of Customer’s prospects, customers, business partners and vendors; (c) employees, agents, advisors, freelancers of Customer (who are natural persons); (d)</p>
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	Customer's Users or (e) other individuals whose Personal Data is included in Customer Data.
Categories of Personal Data transferred:	Unless otherwise modified by Customer, the following are the types of Personal Data transferred: (a) name, address, title, contact details; and/or (b) IP addresses, cookies data, location data; and (c) any other Personal Data processed in the course of the Services as Customer Data.
Sensitive data transferred (if appropriate)	The parties agree that the Services are not to be used for the transfer and processing of sensitive data that is described in Cause 8.7 of the SCCs.
Frequency of the transfer	Continuous or on a one-off depending on the services being provided by Überflip.
Nature, subject matter and duration of the processing:	<p>Nature: Überflip provides a cloud-based content experience platform for marketers to create, measure and improve content experiences for its Customers' website visitors.</p> <p>Subject Matter: Personal Data.</p> <p>Duration: The duration of the processing will be for the term of the Agreement and any period after the termination or expiry of the Agreement during which Überflip processes Personal Data.</p>
Purpose(s) of the data transfer and further processing:	Überflip shall process Personal Data for the following purposes: (a) as necessary for the performance of the Services and Überflip's obligations under the Agreement and this DPA, including processing initiated by Users in their use and configuration of the Services; and (b) further documented, reasonable instructions from Customer agreed upon by the parties.
Period for which the personal data will be retained:	Überflip will retain Personal Data for the term of the Agreement and any period after the termination or expiry of the Agreement during which Überflip processes Personal Data in accordance with the Agreement.
Schedule 1 (C): COMPETENT SUPERVISORY AUTHORITY	
Competent supervisory authority	The data exporter's competent supervisory authority will be determined in accordance with the EU GDPR.

SCHEDULE 2:**STANDARD CONTRACTUAL CLAUSES (Module 2 and 3)**

1. Subject to Section 8.1 of the DPA, such transfer shall be governed by the Standard Contractual Clauses, which shall be deemed incorporated into and form part of the DPA as follows:
 - a. In relation to transfers of Personal Data protected by the EU GDPR, the SCCs shall apply as follows:
 - i. Module Two terms shall apply where Customer is the controller of Personal Data and the Module Three terms shall apply where Customer is the processor of Personal Data;
 - ii. in Clause 7, the optional docking clause shall apply and Authorized Affiliates may accede the SCCs under the same terms and conditions as Customer, subject to mutual agreement of the parties;
 - iii. in Clause 9, option 2 (“general authorization”) is selected, and the process and time period for prior notice of Sub-processor changes shall be as set out in Sections 5.2 and 5.3 of the DPA;
 - iv. in Clause 11, the optional language shall not apply;
 - v. in Clause 17, option 1 shall apply and the SCCs shall be governed by Irish law;
 - vi. in Clause 18(b), disputes shall be resolved before the courts of Ireland;
 - vii. Annex I shall be deemed completed with the information set out in Schedule 1 to the DPA; and
 - viii. Annex II shall be deemed completed with the information set out in the Security Addendum, subject to Section 7.1 (Security Measures) of the DPA
 - b. In relation to transfers of Personal Data protected by the UK GDPR, the SCCs as implemented under Section 1(a) above shall apply with the following modifications:
 - i. the SCCs shall be modified and interpreted in accordance with Part 2 of the UK Addendum, which shall be deemed incorporated into and form an integral part of the DPA;
 - ii. Tables 1, 2 and 3 in Part 1 of the UK Addendum shall be deemed completed with the information set out in Schedule 1 and Schedule 2 to the DPA and the Data Security Policy respectively, and Table 4 in Part 1 of the UK Addendum shall be deemed completed by selecting "neither party"; and
 - iii. any conflict between the terms of the SCCs and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

- c. In relation to transfers of Personal Data protected by the Swiss Data Protection Act, the SCCs as implemented under Section 1(a) above will apply with the following modifications:
 - i. references to “Regulation (EU) 2016/679” and specific articles therein shall be interpreted as references to the Swiss Data Protection Act and the equivalent articles or sections therein;
 - ii. references to “EU”, “Union”, “Member State” and “Member State law” shall be replaced with references to “Switzerland” and/or “Swiss law” (as applicable);
 - iii. references to the “competent supervisory authority” and “competent courts” shall be replaced with references to the “Swiss Federal Data Protection Information Commissioner” and “applicable courts of Switzerland”;
 - iv. the SCCs shall be governed by the laws of Switzerland; and
 - v. disputes shall be resolved before the competent Swiss courts.
2. Where the SCCs apply pursuant to Section 8.1 of this DPA, this section sets out the parties' interpretations of their respective obligations under specific provisions of the Clauses, as identified below. Where a party complies with the interpretations set out below, such party shall be deemed, by the other party, to have complied with its commitments under the SCCs:
 - a. where Customer is itself a processor of Personal Data acting on behalf of a third party controller and Überflip would otherwise be required to interact directly with such third party controller (including notifying or obtaining authorizations from such third party controller), Überflip may interact solely with Customer and Customer shall be responsible for forwarding any necessary notifications to and obtaining any necessary authorizations from such third party controller;
 - b. the certification of deletion described in Clause 16(d) of the SCCs shall be provided by Überflip to Customer upon Customer's written request;
 - c. for the purposes of Clause 15(1)(a) the SCCs, Überflip shall notify Customer, not the relevant data subject(s), in case of government access requests and Customer shall be solely responsible for notifying the relevant data subjects as necessary; and
 - d. taking into account the nature of the processing, Customer agrees that it is unlikely that Überflip would become aware of processing any inaccurate or outdated Personal Data. To the extent Überflip becomes aware of such inaccurate or outdated Personal Data, Überflip will inform Customer in accordance with Clause 8.4 SCCs.