

Data Processing Addendum

Subject Matter, Nature, and Purpose of Processing	The provision of Services to Subscriber pursuant to, and limited to, the Agreement	Duration	Coterminous with the Agreement
Type of Personal Data to be Processed	Account Information, Contact Information, Support Information, Transaction Information	Categories of Data Subjects	Customers of Subscriber

This Data Processing Addendum (“**DPA**”) is part of the Subscription Agreement, Statement of Work, Terms of Service, or similar agreement for Services between Feedonomics and Subscriber that references this DPA (the “**Agreement**”) and is co-effective with the Agreement. Capitalized terms that are not defined in this DPA have the meanings ascribed to them in the Agreement. In the event of any conflict between the Agreement and this DPA, this DPA will prevail.

1. Definitions.

- 1.1. “**Data Protection Laws**” means any data protection legislation or regulation applicable to the Processing of Personal Data by Feedonomics under the Agreement, including, as applicable: (i) the General Data Protection 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 (“**EU GDPR**”); (ii) the General Data Protection Regulation as it forms part of UK domestic law by virtue of the UK Data Protection Act 2018 and Section 3 of the European Union (Withdrawal) Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended) (“**UK GDPR**”); and (iii) the California Consumer Privacy Act of 2018, as modified or amended by the California Privacy Rights Act (“**CCPA**”). Unless otherwise stated, “**GDPR**” means both the EU GDPR and UK GDPR. Notwithstanding the foregoing, “Data Protection Laws” shall not include any laws or regulations that require the localisation of Personal Data.
- 1.2. “**Feedonomics Systems**” means the systems, equipment, hardware, software, and other applications, and networks used in the provision of the Services.
- 1.3. “**Personal Data**” means any information relating to an identifiable or identified Data Subject or customer of Subscriber who visits or engages in transactions through Subscriber’s store that (i) Feedonomics processes as a Processor while providing Subscriber with the Services under the Agreement, and (ii) (x) identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Data Subject, individual or household, or (y) would be considered personal information or personal data as such terms/concepts are defined by applicable law; provided, however, that Personal Data excludes any such information that has been aggregated or anonymized in a manner that is not (1) identifiable as having originated from the Data Subject, or (2) capable of allowing a recipient to infer the Data Subject’s information.
- 1.4. “**Sell**”, “**Share**”, “**Business**”, “**Controller**”, “**Data Subject**”, “**Consumer**”, “**Processor**”, “**Subprocessor**”, “**Service Provider**”, “**Sensitive Personal Information**”, “**Special Categories of Personal Information**” and “**Processing**” have the meanings ascribed to them in applicable Data Protection Laws and their cognate terms will be construed accordingly.
- 1.5. “**Subscriber**” means the subscriber or customer identified in the applicable Agreement.
2. **Data Processing.** Feedonomics will process the Personal Data to provide the Services and only on Subscriber’s documented instructions consistent with the provision of the Services under the Agreement. Feedonomics’ Data Processing, and related Services provided, will be compliant with applicable Data Protection Laws. Subscriber further warrants that it has all necessary authority to share data with Feedonomics for use and processing within the United States as well the locations of Feedonomics’ Subprocessors authorized in this DPA.
3. **Subprocessing.** Feedonomics may use Subprocessors to process the Personal Data in compliance with Data Protection Laws. Feedonomics’ Subprocessors, as of the Effective Date of the Agreement, may be found at the following link: <https://feedonomics.com/third-party-sub-processors/>. For purposes of this DPA and clarity, the definition of Subprocessors excludes the following which Subscriber may utilize in the course of the Agreement: (i) third-party apps in Feedonomics’ app marketplace; and (ii) third party contributions, features, functionality, consulting or other third-party services elected by Subscriber.
 - 3.1. **Additions; Replacement.** This DPA is Subscriber’s general written authorization for Feedonomics to engage Subprocessors; provided, however, that Feedonomics will provide notice to Subscriber of any intended changes

concerning the addition or replacement of Subprocessors by updating the list of Subprocessors found at the link above. It is Subscriber's responsibility to ensure it is regularly reviewing Feedonomics' list of Subprocessors. If, within 14 days of receiving of such notice, Subscriber does not provide written notice to Feedonomics of any reasonable objections that detail why the proposed Subprocessor would not adequately support Subscriber's obligations under the Data Protection Laws, Subscriber will be deemed to have consented to the proposed engagement. If the parties are not able to resolve a reasonable objection and Feedonomics continues to appoint such Subprocessor, then Subscriber will be entitled to terminate any agreements with respect to the processing of Personal Data under the Data Protection Laws by the new Subprocessor without any liability as a result of such termination (such termination, a "**Subprocessor Objection Termination**"). For the avoidance of doubt, Feedonomics shall have no liability for a Subprocessor Objection Termination under this Section 3.1 and such Subprocessor Objection Termination shall not constitute a termination for breach under the Agreement.

- 3.2. **Liability.** Feedonomics will enter written agreements with any Subprocessor requiring the Subprocessor to provide the level of data protection compliance and information security to Subscriber Data required by Data Protection Laws. Feedonomics will remain liable for any Subprocessor's compliance with its obligations and for any acts or omissions of a Subprocessor that cause a Subprocessor to fail to fulfill such obligations or that cause Feedonomics to breach any Feedonomics' obligations under this DPA. These terms, or anything else in this DPA, shall not supercede any limitations on liability in the Agreement or any other related Agreements.
4. **Confidentiality.** Feedonomics will treat all Personal Data as strictly confidential and it will inform all its employees, agents and/or approved Subprocessors engaged in processing the Personal Data of the confidential nature of the Personal Data. Feedonomics will ensure that these entities have signed an appropriate confidentiality agreement, are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation of confidentiality.
5. **Security.** Feedonomics will implement the measures set forth in Exhibit A and not less than appropriate technical and organizational measures to ensure security of the processing of Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
6. **Inspections.** At Subscriber's written request, and no more than once annually, Feedonomics will make relevant information necessary to demonstrate compliance with Article 28 of the GDPR reasonably available to Subscriber. To the extent required by Data Protection Laws and subject to reasonable notice, scope, reimbursement, and confidentiality requirements, Feedonomics will allow for audits, including inspections, conducted by the Subscriber or another auditor mandated by the Subscriber.
7. **Data Subject Requests.** To the extent possible and commercially reasonable, Feedonomics will assist Subscriber by appropriate measures to fulfill Subscriber's obligation to respond to a Data Subject request under applicable Data Protection Law, taking into account the nature of the processing. Feedonomics will assist the Subscriber in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to the processor
8. **Notifications.** If Feedonomics is otherwise required to comply with a legal obligation, Feedonomics will inform Subscriber of that legal obligation, unless Feedonomics is prohibited from doing so. Feedonomics will inform Subscriber if, to its knowledge, an instruction from Subscriber would infringe Data Protection Laws.
9. **Incident Management.** If Feedonomics becomes aware of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed by Feedonomics while providing the Services (a "**Security Incident**") under the Agreement, it will, within the time frame noted in Exhibit A, notify Subscriber and provide Subscriber a description of the Security Incident as well as periodic updates to information about the Security Incident. Feedonomics will investigate the Security Incident and take reasonable steps to prevent or mitigate the effects of the Security Incident.
10. **Acceptable Data.** The Services are not intended to store or use protected health information ("**PHI**"), as defined by the Health Insurance Portability and Accountability Act of 1996 and its enabling regulations and related laws ("**HIPAA**"). The Services are also not intended to process payment information of a nature to require the Services to be compliant with the requirements of Payment Card Industry (PCI) Data Security Standards. Subscriber acknowledges that the Services are not HIPAA compliant or PCI compliant as they are not intended to process these types of data. The Services are also not intended to store or use any Sensitive Personal Information or Special Categories of Personal Information, as defined by Data Protection Laws; using the Services with respect to Sensitive Personal Information may not be compliant with Subscriber's obligations. Subscriber warrants the data they share with Feedonomics will not include any PHI, Sensitive Personal Information or Special Categories of Personal Information as defined by Data Protection Laws, or payment information so as to require PCI compliance.

11. **Acceptable Jurisdiction of Data Subjects and Processing.** The Services are not intended to store, use, or otherwise conduct Processing activities in, or Process the Personal Information of Consumers or Data Subjects covered by the following jurisdictions:
- 11.1. the Personal Information Protection Law (“**PIPL**”) of the People’s Republic of China.
12. **Data Transfer.** Feedonomics may transfer, process and store Personal Data in regions in which Feedonomics or its Subprocessors operate, subject to compliance with Data Protection Laws.
- 12.1. If and to the extent that any processing of Personal Data subject to the EU GDPR by Feedonomics takes place in any country outside the EEA (except if in a country whose laws provide an adequate level of data protection), or either party relies on a statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, then:
- a) the parties will cooperate in good faith to terminate the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer; and
 - b) the mandatory clauses of the Standard Contractual Clauses approved by the EU authorities under EU Data Protection Laws, Controller-to-Processor Clauses (Module Two) or Processor-to-Processor Clauses (Module Three) (“**EU SCCs**”) (https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en) will apply in respect of that processing:
 - i. for the purposes of Annex I of the Appendix to the SCCs, Feedonomics will comply with the obligations of the “data importer” in the SCCs and the Subscriber will comply with the obligations of “data exporter”;
 - ii. the activities of Subscriber as data exporter, of Feedonomics as data importer, and the details of the data subjects, types of data, special categories of data (if appropriate) and processing operations are all as set out in the table on page 1 of this DPA;
 - iii. Clause 3 of this DPA (Subprocessing) shall apply for purposes of general written authorization of sub-processors under Clause 9(a) of the SCCs (Use of sub-processors);
 - iv. the parties agree that the laws of the Republic of Ireland will govern the SCCs (Clause 17) and that the choice of forum and jurisdiction shall be the courts of the Republic of Ireland (Clause 18(b));
 - v. the parties agree that for the purposes of Annex I.C. (Competent Supervisory Authority), the competent supervisory authority is Data Protection Commission, Ireland; and
 - vi. Exhibit A of this DPA shall apply for the purposes of Annex II of the Appendix to the SCCs (Technical and Organisational Measures).
- 12.2. If and to the extent that any processing of Personal Data subject to the UK GDPR by Feedonomics takes place in any country outside the UK (except if in a country whose laws provide an adequate level of data protection), or either party relies on a statutory mechanism to normalize international data transfers that is subsequently modified, revoked, or held in a court of competent jurisdiction to be invalid, then:
- a) the parties will cooperate in good faith to terminate the transfer or to pursue a suitable alternate mechanism that can lawfully support the transfer; and
 - b) the mandatory clauses of the International Data Transfer Agreement issued by the Information Commissioner under S119A(1) Data Protection Act 2018 on 21 March 2022 (available at: <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>) (“**UK SCCs**”) will apply in respect to that processing:
 - i. for the purposes of Part 1 of the UK SCCs, Feedonomics will comply with the obligations of the “data importer” in the SCCs and the Subscriber will comply with the obligations of “data exporter”;
 - ii. the activities of Subscriber as data exporter, of Feedonomics as data importer, and the details of the data subjects, types of data, special categories of data (if appropriate) and processing operations are all as set out in the table on page 1 of this DPA;
 - iii. Exhibit A of this DPA shall apply for the purposes of Part 4 of the UK SCCs.
- 12.3. Feedonomics will notify Subscriber if it can no longer meet its obligation to provide the level of protection required by the Data Protection Laws.
13. **CCPA Compliance.** If Feedonomics Processes Personal Data of California residents, Feedonomics shall comply with the CCPA as amended by the California Privacy Rights Act. Specifically, Feedonomics agrees that:

- 13.1. Feedonomics acts solely as a Service Provider in relation to Personal Data of California residents (“**Service Provider**” shall have the meaning ascribed to in the CCPA) and Subscriber alone determines the purposes and means of the processing of Personal Data.
- 13.2. The purpose of processing of Personal Data on Subscriber’s behalf is the provision of Services to Subscriber pursuant to, and limited to, the Agreement.
- 13.3. Feedonomics will not Sell or Share Personal Data of California residents, and the parties acknowledge and agree that Subscriber does not sell Personal Data to Feedonomics in connection with the Services (“**Sell**” and “**Share**” shall have the meaning ascribed to in the CCPA). Feedonomics will not use, disclose, retain, update, or perform targeted marketing except pursuant to the business purpose and within the direct business relationship unless explicitly authorized to do so by the CCPA.
- 13.4. For the purposes of CCPA compliance, Feedonomics certifies that it understands and will comply with the requirements and restrictions set forth in the Agreement and Exhibit A of this DPA and with respect to any Personal Data subject to the CCPA will not retain, use or disclose the Personal Data (1) for any purpose other than for the specific purpose of performing the Services specified in the Agreement, or (2) outside of the direct business relationship between the parties.
14. **Termination.** Upon termination of the Agreement, subject to Data Protection Laws, Feedonomics will delete or anonymize Personal Data in its possession and control within 30 days. If Subscriber requests a copy of such Personal Data prior to deletion, Feedonomics will make a copy of such Personal Data reasonably available to Subscriber .
15. **Updates.** Subject to compliance with Data Protection Laws, Feedonomics may update this DPA periodically, including as necessary to account for changes in circumstances, Data Protection Laws, international data transfer mechanisms, and Feedonomics products, features, or functionality.

Exhibit A

Security Procedures

1. **Security Controls.** Feedonomics will maintain security measures appropriate to the nature of the Confidential Information including the following:
 - 1.1. **Generally.** Feedonomics will maintain an information security management system, maintain automated tools to identify attempts to exfiltrate data, use certificate-based security, and develop and maintain secure key management policies and procedures. Feedonomics will monitor, log, audit, and escalate threats after applicable risk assessments have been performed. Feedonomics will manage the secure lifecycle of systems and software.
 - 1.2. **Boundary Defense and Security Segmentation.** Feedonomics will monitor, detect, and restrict the flow of information on a multilayered basis. Feedonomics will design and implement multilayered and secure network and system segmentation.
 - 1.3. **Physical Security.** Feedonomics will maintain an access control system that enables Feedonomics to monitor and control physical access to Feedonomics facilities.
2. **Feedonomics Personnel and Subcontractors.** Feedonomics will (a) subject to applicable law, perform employee background screening, (b) provide security training to applicable employees, and (c) require applicable employees to abide by obligations substantially similar to Feedonomics confidentiality and security obligations under this DPA. Feedonomics will be liable for the reckless actions and omissions of personnel and Subcontractors.
3. **Verification of Security Controls.**
 - 3.1. **Security Audits.** No more than once annually and only on written request of Subscriber, Feedonomics will at Subscriber's sole cost and expense retain an independent, appropriately-qualified auditor to undertake an assessment of and prepare a report of Feedonomics' information security management system and information security controls. Feedonomics will conduct periodic penetration tests of Feedonomics Systems.
 - 3.2. **Deficiencies.** Feedonomics will at its own expense promptly cure deficiencies identified in any audit or vulnerability scan with a CVSS score of 4.0 or greater or that materially and adversely affects Subscriber Personal Data.
4. **Security Incidents.**
 - 4.1. **Notification.** Upon Feedonomics discovery of a Security Incident and unless prohibited by applicable law, Feedonomics will notify, by phone call or in writing (including email), the contacts provided by Subscriber not later than 48 hours following its confirmation of a Security Incident, and provide the following information:
 - a) a summary of the Security Incident,
 - b) an expected resolution time (if known), except that if the resolution path is unknown at the time of notification, Feedonomics will advise Subscriber that the path is unknown, and
 - c) the name and phone number of Feedonomics contacts for Subscriber to obtain incident updates.
 - 4.2. **Security Incident Procedures.** In the event of a Security Incident, Feedonomics will (a) reasonably cooperate with any investigation concerning the Security Incident by Subscriber, regulators and/or law enforcement, and (b) reasonably cooperate with Subscriber to comply with applicable law concerning such Security Incident, including any notification to data subjects.
 - 4.3. **Subscriber Reporting.** Subscriber may report Security Incidents to affected persons and/or any governmental authority or agency having supervisory or oversight authority over Subscriber or Security Incidents.
 - 4.4. **Corrective Measures.** Feedonomics will undertake a procedural review and audit to determine measures to avoid occurrence of a similar situation, notify Subscriber of the corrective measures undertaken, and take additional measures reasonably deemed appropriate by Feedonomics.