LAUNCHMETRICS
a LECTRA company

Data Processing Agreement

This Personal Data Processing Agreement ("Processing Agreement" or "DPA") entered by and between Customer and Launchmetrics , sets forth the terms and conditions relating to the privacy, confidentiality and security of Personal Data (as defined below) associated with services to be rendered by Launchmetrics ("we", "our" or "us") to Customer pursuant to the accepted Order Form or Service Provider Agreement (the "Agreement").

If you have any questions regarding this Processing Agreement you can send them by email to dpo@launchmetrics.com.

For the avoidance of doubt, any capitalized terms not defined in this Processing Agreement shall have the meanings set forth for such terms elsewhere in the Agreement.

In consideration of the mutual covenants and agreements in this Processing Agreement, in the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Launchmetrics agree as follows:

I. DEFINITIONS

1.1. "Affiliate" has the meaning attributed to this term within the Agreement;

1.2. "Authorized Affiliates", means all the companies belonging to the Launchmetrics Group.

1.3. "Applicable Data Protection Laws" means any applicable data protection laws relating to the protection of individuals with regards to the processing of personal data including without limitation (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR") including its relevant national implementation, as well as, the GDPR as incorporated into the law of the UK through the Data Protection Act 2018 ("UK GDPR") ; (ii) Directive 2002/58/EC ("ePrivacy Directive") as implemented by EU member states or in the UK (as may be applicable); (iii) the California Consumer Privacy Act of 2018 as amended by the California Consumer Privacy Rights Act of 2020 ("CCPA"); (iv) the California Privacy Rights Act ("CPRA"); (v) the Colorado Privacy Act ("CPA"); (vi) Virginia Consumer Data Privacy Act ("VCDPA"); (vii) China's Personal Information Protection Law ("PIPL") and Data Security Law ("DSL"); (viii) Hong Kong Personal Data (Privacy) Ordinance; Singapore Personal Data Protection Act of 2012 ("PDPA"); (ix) Brazil's General Data Protection Law ("LGPD") and/or (x) any other data protection laws, regulations, or regulatory requirements, guidance and codes of practice applicable to the Processing of Personal Data (as amended and/or replaced from time to time) of any other jurisdiction that falls within the scope of the Agreement.

1.4. "Customer Security Incident", has the meaning attributed to this term in article 5.4 (*Security Incidents and Personal Data Breach Management and notifications*) below.

1.5. "Data Controller" or "Controller" means the Customer provided that it determines the purposes and means of the processing of Personal Data in relation and in connection to the Agreement.

1.6. "Data Importer" has the meaning attributed to it in article 2.9 (*Transfer of Personal Data outside the EEA*).

1.7. "Data Processor" or "Processor" means Launchmetrics which processes Personal Data on behalf of the Data Controller, and in compliance with the terms and conditions provided hereto.

1.8. "Data Subject" means the physical person to whom the Personal Data refers.

1.9. "Data Transfer" means the transfer of Personal Data from a country to another jurisdiction or an international organization.

1.10. "EEA" means the European Economic Area.

1.11. "Personal Data" means any information relating to an identified or identifiable natural person such as name, last name, email address, postal address, telephone number, date of birth, Social Security number (or its equivalent), driver's license number, account number, credit or debit card number, location data, identification number, any other unique identifier or one or more factors specific to an individual's physical, economic, cultural or social identity or that is defined as "Personal Information," "Personally Identifiable Information," "Personal Data," or any similar designation by Applicable Data Protection Laws, in any form and any media, that Launchmetrics receives, accesses, collects, processes, generates, compiles or creates in connection with this Processing Agreement and the Agreement.

1.12. "Process" or "Processing" means any operation or set of operations performed upon Personal Data, whether or not by automatic means, such as creation, collection, procuration, obtaining, accession, recording, organisation, storage, adaption or alteration, retrieval, consultation, dissemination or otherwise making available, use, disclosure by transmission, restriction, erasure or destruction.

1.13. "Launchmetrics Group" means Fashion GPS Inc. dba Launchmetrics and its affiliates and subsidiaries.

1.14. "SCCs" means the Standard Contractual Clauses concerning the transfer of personal data published by the European Commission on the 4th of June 2021, as subsequently amended and integrated.

1.15. "Subprocessors" has the meaning attributed to it in article 3.1 (*Appointment of* Subprocessor) below.

1.16. "Technical and Organisational Security Measures" means those measures aimed at protecting personal data

against unlawful destruction or accidental destruction or loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of Processing.

1.17. "UK SCC Addendum" means the International Data Transfer Addendum (Version B1.0) to the EU Standard Contractual Clauses issued by the UK ICO on March 21, 2022, as updated, amended, replaced or superseded from time to time.

II. DATA PROTECTION

2.1. **Compliance with Laws**. Both parties will comply with all requirements of the Applicable Data Protection Laws.

2.2. **Role of the Parties**. This DPA applies when Customer Personal Data is Processed by Launchmetrics. Customer acts as Controller with respect to Customer Personal Data and Launchmetrics acts as Processor.

2.2.1. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction, and any applicable requirement to provide notice to Data Subjects. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with the Applicable Data Protection Laws and all applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA and other Applicable Data Protection Laws.

2.3. **Scope of the DPA and Processing Instructions**. The present Processing Agreement sets forth the terms and conditions pursuant to which Launchmetrics as Processor will Customer's Process Personal Data according to Customer's instructions for the purpose of providing the Services described in the Agreement, as well as when performing its obligations under this DPA and the Agreement.Launchmetrics shall not Process Customer's Personal Data for any other purposes.

Launchmetrics agrees to act in accordance with the instructions provided by Customer included in Exhibit 1. Launchmetrics shall inform Customer in writing as soon as is commercially and reasonably practicable if it cannot comply with Customer's instructions. If Launchmetrics cannot comply with Customer's instructions, Customer can suspend the disclosure to by Launchmetrics of Personal Data and terminate any further Processing of Personal Data, if doing so is necessary to comply with Applicable Data Protection Laws.

2.4. **Duration**. The present Processing Agreement shall be valid and effective from the Effective Date of the Agreement until the termination of the Agreement, unless agreed in writing otherwise.

2.5. **Description of the Personal Data Processed by Launchmetrics and Customer's Instructions.** A list regarding the scope and duration of Processing, categories of Data Subjects, and types of Personal Data Processed, is set out in Exhibit 1 attached hereto.

2.6. **Inquiries on Processing. Launchmetrics** shall deal promptly and appropriately with any inquiries from Customer relating to the Processing of Personal Data under this DPA or the Agreement.

2.7. **Launchmetrics Personnel.**

2.7.1. Confidentiality Obligations. **Launchmetrics** warrants that except and solely as permitted in the applicable section in the Agreement, Launchmetrics and its employees, agents, consultants and contractors shall hold in strict confidence (i) the existence and terms of this DPA, the Agreement and any related agreement; (ii) any and all Personal Data (whether in individual or aggregate form and regardless of the media in which it is contained) that may be disclosed at any time to Service Provider or its employees, agents, consultants or contractors by Customer, its Affiliates or their respective employees, agents, consultants or contractors in anticipation of, in connection with or incidental to the performance of Services for or on behalf of Customer or its Affiliates; (iii) any and all Personal Data (whether in individual or aggregate form and regardless of the media in which it is contained) that may be Processed at any time by Launchmetrics or its employees, agents, consultants or contractors in connection with or incidental to the performance of Services for or on behalf of Customer or its Affiliates; and (iv) any information derived from the information described in (ii) and (iii) above.

2.7.2. Limitation of Access. Launchmetrics shall ensure that Launchmetrics's access to the Personal Data is limited to those personnel who require such access to perform the Agreement and are obliged to keep the Personal Data confidential, pursuant to the principle of the "need to know".

2.7.3. Supervision and Awareness**.** Launchmetrics shall exercise the necessary and appropriate supervision over its relevant employees, contractors, consultants, agents, to maintain appropriate privacy, confidentiality and security of Personal Data. Launchmetrics shall provide training, as appropriate, regarding the privacy, confidentiality and information security requirements set forth in this Processing Agreement to employees, contractors, consultants, agents, with access to Personal Data.

2.7.4. Data Protection Officer**.** Launchmetrics Data Protection Officer may be reached at dpo@launchmetrics.com.

2.8. **Return and Deletion of Customer Data.** Promptly upon the expiration or earlier termination of the Agreement, or such earlier time as Customer requests, Launchmetrics shall, at the choice of Customer, securely return to Customer or its designee, or, securely destroy or render unreadable or indecipherable if

return is not reasonably feasible or desirable to Customer (which decision shall be based solely on Customer's written statement), each and every original and copy in every media of all Personal Data in Launchmetrics's possession, custody or control. Launchmetrics shall comply with all directions provided by Customer with respect to the return or disposal of all Personal Data unless otherwise required by Applicable Data Protection Laws.

2.9. Data Transfer Mechanism.

For the purposes of complying with the obligations set forth in the Agreement, and in general, to provide the Services to Customer, Personal Data may be processed in different jurisdictions.

In this instance, Launchmetrics will comply with the obligations and requirements tied to the definition of "data transfer" as set forth in the relevant Applicable Data Protection Laws. In any case it is understood that any Data Transfer shall not take place unless:

- Customer agrees to the Data Transfer, and Launchmetrics complies with the reasonable instructions provided by Customer with respect to the Processing of Personal Data;
- Launchmetrics, having considered the jurisdictions and the relevant Applicable Data Protection Laws, has identified the appropriate safeguard to be implemented (e.g. data transfer agreement pursuant to the Standard Contractual Clauses published by the European Commission, data processing agreement, Adequacy Decisions pursuant to GDPR, etc.) to ensure the protection of Personal Data once within the jurisdictions of a third country receiving the Personal Data ("**Data Importer**");
- to the best of Launchmetrics's knowledge, the Data Subject whose Personal Data have been transferred still have enforceable rights and effective legal remedies in the jurisdictions of Data Importer.

Provided the above, by executing the present DPA, Customer explicitly agrees that Launchmetrics might transfer, Personal Data, and non-personal data, to the entities indicated in Exhibit 3 (which will be considered as Subprocessor (according to Section 3.1 (*Appointment of Subprocessor*) for the following reasons:

- either the relevant Subprocessor belongs to Group, and therefore it provides ancillary services necessary for the performance of Launchmetrics obligations set forth in the Agreement; or
- the relevant Subprocessor provides specific additional services to Launchmetrics (e.g. cloud provider).

Without prejudice to the above, Customer commits that any transfer of Personal Data to Launchmetrics will be made in compliance with the Applicable Data Protection Laws.

In particular, provided that GDPR is applicable to Customer's Personal Data, and the most suitable legal instrument to Transfer the Personal Data is identifiable in the execution of the SCCs Module 2 (Controller to Processor), the parties by entering in the present DPA will automatically enter in the SCCs Module 2 whose terms and conditions are available here.

In case the transfer of Personal Data is subject to UK GDPR, the UK SCC Addendum shall be considered as incorporated into the SCCs Module 2 indicated above shall be modified as following:

- references to the GDPR or "that Regulation" shall be deemed references to the UK applicable data protection law, and references to "Articles" of the GDPR shall be deemed references to corresponding provisions of the UK GDPR or sections of other UK applicable data protection law (as applicable);
- a reference to a "supervisory authority" or "competent supervisory authority" shall be deemed a reference to the Information Commissioner's Office;
- a reference to the "European Union", "EU", "Union", "Member State" or "one of the Member States" or similar shall be deemed a reference to the United Kingdom;
- in Clause 17, the parties agree to select Option 2, with laws of the UK for transfers subject to the UK GDPR
- in Clause 18, the courts are the English courts for transfers subject to the UK GDPR.

2.1.1. Data Transfer from Launchmetrics to Customer

Without prejudice to the above, the SCCs Module 4 (Processor to Controller) will apply to any transfers of Personal Data under this DPA from Launchmetrics, acting as data exporter, to Customer, acting as Data Importer, provided that (i) GDPR is applicable to Customer's Personal Data and (ii) the Customer is incorporated in a country not ensuring an adequate level of data protection within the meaning of all applicable laws, rules, regulations, and orders of governmental authorities of the foregoing territories, to the extent such transfers are subject to such applicable laws.

In light of the foregoing, the parties by entering in the present DPA will automatically enter in the SCCs Module 4 whose terms and conditions are available here.

In case the transfer of Personal Data is subject to UK GDPR, the UK SCC Addendum shall be considered as incorporated into the SCCs Module 4 indicated above shall be modified as following:

- references to the GDPR or "that Regulation" shall be deemed references to the UK applicable data protection law, and references to "Articles" of the GDPR shall be deemed references to corresponding provisions of the UK GDPR or sections of other UK applicable data protection law (as applicable);

- a reference to a "supervisory authority" or "competent supervisory authority" shall be deemed a reference to the Information Commissioner's Office;
- a reference to the "European Union", "EU", "Union", "Member State" or "one of the Member States" or similar shall be deemed a reference to the United Kingdom;
- in Clause 17, the parties agree to select Option 2, with laws of the UK for transfers subject to the UK GDPR
- in Clause 18, the courts are the English courts for transfers subject to the UK GDPR.

III. SUBPROCESSORS AND AUTHORIZED AFFILIATES

3.1. **Appointment of Subprocessor.** Customer consents to Launchmetrics subcontracting its obligations under this Processing Agreement and the Agreement to affiliated companies or third-party processors to perform and fulfill Launchmetrics's commitments and obligations under this Processing Agreement and the Agreement ("Subprocessors"). Launchmetrics confirms that it has entered or (as the case may be) will enter with (each of) the third-party processor(s) into a written agreement incorporating terms which are substantially similar to those set out in this Processing Agreement as between Customer and Launchmetrics and, such third-party processor has given sufficient guarantees that they will implement measures to ensure that Processing the Personal Data it carries out will meet the requirements of the GDPR, and of any Applicable Data Protection Laws, and protect the rights of data subjects.

3.2. **Subprocessors List.** As of today, an updated list of authorized Subprocessor is provided in Exhibit 3. It is in any case understood that when applicable, Launchmetrics shall maintain an up-to-date list of Subprocessors, specifying (i) their name and details, as well as (ii) the nature of the tasks entrusted to them, and (iii) the location of the Processing.

3.3. **New Subprocessors.** Launchmetrics shall give Customer prior written notice of the appointment of any new Subprocessor, including full details of the Processing to be undertaken by the Subprocessor.

3.4. **Objection Rights.** Customer is entitled to withhold or deny such consent if Customer has reasonable doubts that a Subprocessor is able to perform and fulfill Launchmetrics's commitments and obligations under this DPA. The objection must be based on reasonable grounds (e.g. if Customer proves that significant risks for the protection of its Personal Data exist). Customer shall object in writing to the appointment of new Subprocessors within seven (7) days from Launchmetrics's notice.

3.5. **Agreements with Subprocessors**. Customer hereby authorizes Launchmetrics, to engage with a Subprocessor which Processes Customer's Personal Data in a jurisdiction other than the one of Launchmetrics by entering into any relevant agreement or any other legal document (e.g. a data processing agreement pursuant GDPR, or CCPA, or any USA local, state, federal law, data transfer agreement pursuant to article 46 GDPR, etc.) necessary to comply with the Applicable Data Protection Law. In particular, Customer hereby authorizes Launchmetrics to enter into Standard Contractual Clauses with its Subprocessors for the transfer of Personal Data subject to GDPR made available by the European Commission provided that it is not possible to refer to an adequacy decision pursuant to article 45 of GDPR. The foregoing should apply from the date of this authorization with respect to Standard Contractual Clause already concluded by Launchmetrics with such Subprocessors. Please make reference to Section 2.9 (Data Transfer Mechanism) for additional information on Data Transfer.

3.6. **Liability.** Launchmetrics shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this section.

3.7. **Authorized Affiliates.** The Parties acknowledge and agree that, by executing the Agreement, Launchmetrics enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Customer and each such Authorized Affiliate subject to the provisions of the Agreement. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement.

IV. RIGHTS OF DATA SUBJECTS AND ASSISTANCE

4.1. **Data Subject Request.** To the extent permitted by law, Launchmetrics will inform Customer as soon as is commercially and reasonably practicable, in writing of any requests with respect to Personal Data received from Customer's customers, consumers, employees or others ("**Data Subject**") to exercise the following Data Subject rights: access, rectification, restriction of processing, erasure, data portability, objection to the processing, or to not be subject to an automated individual decision making.
Launchmetrics shall assist Customer, at Customer's cost (Customer will be informed of costs before they are incurred and shall be approved by the Customer in advance), in responding to any request from a data subject and in ensuring compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultation with supervisory authorities or regulators, Launchmetrics shall cooperate with Customer if any individual seeks to exercise his/her rights (right to rectification, right to object, right to erasure, right to restrict Processing, right to data portability).

V. SECURITY

5.1. **Data Property.** All Personal Data shall at all times be and remain the sole property of Customer, and

Launchmetrics shall not have or obtain any rights therein.

5.2. **Technical and Organizational Measures.** Launchmetrics shall take appropriate Technical and Organizational Security Measures against unauthorized or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, the Personal Data provided by Customer appropriate to the harm that might result from the unauthorized or unlawful Processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of the technological development and the cost of implementing any measures where appropriate, for example, pseudonymisation and encryption of Personal Data. In this respect, Customer agrees and acknowledges as appropriate the Technical and Organizational Measures provided in Exhibit 2 attached hereto.

5.3. **Controls for the Protection of Customer Personal Data.** Launchmetrics shall develop, maintain and implement a comprehensive written information security program that includes appropriate administrative, technical, physical, organizational and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Personal Data, (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data, and (iii) protect against any Information Security Incident. Launchmetrics regularly monitors compliance with these measures.

5.4. **Security Incident and Personal Data Breach Management and notifications.** Launchmetrics will notify Customer without undue delay in writing after becoming aware of any violation of any provision of this Processing Agreement or any actual or suspected theft or unauthorized Processing, loss, use, disclosure or acquisition of, or access to, any Personal Data (hereinafter "Customer Security Incident") of which Launchmetrics becomes aware and which may require a notification to either the competent Supervisory Authority or the Data Subject under Applicable Data Protection Law. Launchmetrics shall provide commercially reasonable cooperation and assistance in identifying the cause of such Customer Security Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Launchmetrics's control. The obligations herein shall not apply to incidents that are caused by Customer, Users, any non Launchmetrics-related Services or Force Majeure.

5.5. **Audits.** Launchmetrics shall maintain complete and accurate records and information to demonstrate its compliance with its obligations under this Agreement and also for on-site audits conducted by or on behalf of Customer. Customer may contact Launchmetrics in accordance with the "Notice" Section of the Agreement to request an on-site audit of Launchmetrics' procedures relevant to the protection of Personal Data, but only to the extent required under Applicable Data Protection Law. Before the commencement of any such on-site audit, Customer and Launchmetrics shall mutually agree in writing upon the scope, timing, and duration of the on-site audit. Customer will restrict its on-site audit activity to the departments and locations agreed upon in writing and only during business hours. A schedule of meetings and on-site audit activities will be detailed in writing with the nominated single point of contact for the on-site audit and the identified business areas. Customer must provide Launchmetrics with a notice of fifteen (15) days (except in case of an actual or suspected Customer Security Incident, where such notice is reduced to two (2) Business Days). Customer can perform a new on-site audit within 18 months following the former scheduled on-site audit (save in the event that any material non-compliance or Customer Security Incident is identified in which case further audits may be conducted pursuant to this clause as reasonably required by Customer . Customer is the sole responsible for the cost and expenses of the on-site audit. In the event any breaches are ascertained following the audit, the Launchmetrics will contribute to the cost of the audit as agreed in writing between the Parties. Customer must sign a NDA before each on-site audit. Customer's on-site audit team is legally bound by Launchmetrics's NDA which prohibits Customer from knowingly and recklessly disclose any confidential information pertaining to the on-site audit or toLaunchmetrics or to Launchmetrics Group. Customer shall promptly notify Launchmetrics with information regarding any noncompliance discovered during the course of an on-site audit, and Launchmetrics shall use commercially reasonable efforts to address any confirmed non-compliance.

5.5.1. Security and Cybersecurity questionnaire. Customer may require Launchmetrics to complete security and/or cyber-security questionnaires or other similar assessments aimed at collecting information regarding Launchmetrics's privacy and security policies and practices ("Security Questionnaire"). Customer is the sole responsible for the cost and expenses related to, or connected with, the Security Questionnaire. Customer may require Launchmetrics to fill in a Security Questionnaire every 18 months. Notwithstanding the foregoing, Customer agreed that its affiliates or subsidiaries shall not request the completion of any other additional Security Questionnaire provided that the subject matter of the said questionnaire concerns the same Services for which the Launchmetrics already provided the relevant answers. Any and all the

information included in each Security Questionnaire (including, but not limited to, any attachments, documents, diagrams or policies) shall be considered and treated by Customer as strictly confidential. Customer therefore shall not be allowed to further disclose or disseminate the Security Questionnaire and any information related to it without the written approval of Launchmetrics. Customer shall promptly notify Launchmetrics with information regarding any noncompliance discovered in reviewing a Security Questionnaire, and Launchmetrics shall use commercially reasonable efforts to address any confirmed non-compliance.

5.6. **Judicial Access.** Subject to applicable law, Launchmetrics shall notify Customer as soon as is commercially and reasonably practicable in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Customer shall have the right to defend such action in lieu of and behalf of Launchmetrics. Customer may, if it so chooses, seek a protective order. Launchmetrics shall reasonably cooperate with Customer in such defense.

VI. LIMITATION OF LIABILITIES

For the purposes of the Agreement and of this DPA, Customer represents and warrants that all the Personal Data made available to, communicated to, accessed by Launchmetrics, have been previously Processed by Customer in full compliance with the Applicable Data Protection Laws.

Consequently, Customer will hold harmless Launchmetrics from any claims, request of indemnifications or compensation of damages regarding the Processing operations previously performed by Customer on the Personal Data that will then be Processed by Launchmetrics for the purpose of the Agreement.

For the avoidance of doubt, Launchmetrics and its Authorized Affiliates' total liability for all claims from Customer and all of its affiliates arising out of or related to the Agreement and/or DPA and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this DPA, including by Customer and all its affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any affiliate that is a contractual party to any such DPA.

VII. SEVERANCE

Should any provision of this Processing Agreement be invalid or unenforceable, then the remainder of this Processing Agreement shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

VIII. AMENDMENT(S) OF THE DPA

This Processing Agreement may be amended in the light of developments, laws and regulations, of the Applicable Data Protection Law as they exist to date and as they could be amended and, to any other rule, law, recommendation, regulation of the relevant data protection authority or any competent European or US supervisory authority.

Any other change or amendment not connected or related to the necessity to comply with any change in laws or regulations, shall be agreed in writing between Customer and Launchmetrics.

IX. THIRD PARTIES

Except for Authorized Affiliates, no one other than a party to this DPA has the right to enforce any of its terms.

X. WAIVER

If a party fails to enforce a right under this DPA, that is not a waiver of that right at any time.

XI. APPLICABLE LAWS AND JURISDICTIONS

This Data Processing Agreement shall be regulated and interpreted by the same law regulating the Agreement. The court identified within the Agreement shall have the exclusive jurisdiction over any disputes or claims related or connected to this Processing Agreement.

EXHIBIT 1

Customer's Instructions and Details of the Processing

The details of the Processing by Launchmetrics under the Agreement are as follows:

Scope of Processing
Launchmetrics will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the table detailing the subscribed Services. For further information regarding the Processing related to a particular Service, please see the online Launchmetrics Brand Performance or Cloud Privacy Policy applicable to the relevant Service.

Data Processor corporate details
The Data Processor is Visual Box S.r.l

Nature and Purpose of Processing
Launchmetrics will only Process Personal Data to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services. In particular, processing operations entails the collection, retrieval, analysis, storage, compilation, registration, organization, accessing (reading or consultation), use (according to the terms of this DPA), disclosure by transmission (sharing to authorized sub-processors, including international data transfer) erasure or destruction.

Duration of Processing
Launchmetrics will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing or legally required.

Types of Personal Data Processed
Customer may submit Personal Data to the Hosted Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data. With reference to:

Events℠, Contacts℠, Samples℠ and Galleries℠	name, surname, email address, of Customer's Users to access the Launchmetrics Brand Performance Cloud, and name, surname, email address and other contact details (including if made available by the Customer phone number and physical address), nationality (if made available by the Customer), company affiliation, location data (in compliance with the applicable data protection laws), photo, video and audio (if made available by the Customer)
Discover services, including Discover℠ and Insights℠, and Launchmetrics Spotlight	name, surname, email address, of Customer's Users to access the Launchmetrics Brand Performance Cloud
DMR	name, surname, email address, of Customer's Users to access DMR platform

Without prejudice to the above, Customer represents and warrants that they will **not include** any sensitive or special categories of data (including but not limited to health data, biometric data, data revealing sexual orientation, political opinion, ethnic origin, religious or philosophical belief, financial information - including credit card data- etc.) as defined in the Applicable Data Protection Laws within the Launchmetrics Brand Performance Cloud or in the DMR platform.

Categories of data subjects
Customer may submit Personal Data to Launchmetrics, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's Users authorized to access and use the Hosted Services;;
- Individuals or organizations having a relationship with the Customer whose Personal Data are deemed necessary by the Customer to access and use the Hosted Services .

EXHIBIT 2

Description of the technical and organizational security measures implemented

1. **Application Level.**
   - **1.1.** Regularly scheduled security audits, both internal and external.
   - **1.2.** External security audits and vulnerability scans performed by TrustWave. The results of these audits are available to Customer on request.
   - **1.3.** Use of Secure Sockets Layer (SSL/TLS).
   - **1.4.** Strong cryptographic standards, including advanced password hashing techniques.
   - **1.5.** Strong incident management, change control and asset management policies.
   - **1.6.** Access to applications is restricted only to whitelisted IP addresses (if requested by Customer): customers can choose to have their data and application be accessible only from IP addresses that they specify during the setup.
   - **1.7.** Password Authentication for all users: only authorized users have access to the application. In addition, there are different levels of authorization. For example, users not authorized for administrator access cannot add or remove users.
   - **1.8.** Support for different roles and permissions for each role. Permissions can be set at the role level or at individual users' level. Only roles or users authorized to access a protected resource can do so.
   - **1.9.** All User activity is logged: In the event of unauthorized activity, we can review the log to investigate the events and provide the log to the Customer if requested.
   - **1.10.** All logs have 6 months of retention.
   - **1.11.** Use one-time password authentication for critical systems. Microsoft Azure, AWS, Gmail, Github, Bitwarden applications are all secured with the second layer of OTP system where the user is required to input username and password as well as the code shown on the authenticator application.

2. **Disaster Recovery.**
   - **2.1.** Full Data backups every 24 hours.
   - **2.2.** All servers are secured and distributed behind load balancers in multiple zones. Launchmetrics is able to detect the traffic and do maintenance in the servers without affecting Customer service.
   - **2.3.** Backups are kept locally as well as at remote locations on S3 encrypted buckets.
   - **2.4.** Thirty (30) days of data backups retained.
   - **2.5.** In case of total loss of data center or data, Customer can be moved to a secondary data center with most recent data backup in less than 4 hours.

3. **Hosting.**
   - **3.1.** Servers are hosted in several state-of-the-art data centers certified SSAE and ISO 27001.
   - **3.2.** Equipment is behind multiple layers of physical security and supported by redundant power and HSRP/VRRP Internet access. The data center is located at heavily protected buildings where the security personnel are on guard 24x7. Other security features include biometric fingerprint readers on door locks, strategically placed cameras and motion detection, and doors equipped with alarm system.
   - **3.3.** Remote access to the Launchmetrics network within the Microsoft Azure and AWS data centers is only allowed to authorized employees over a secure VPN connection.

4. **Office Network.**
   - **4.1.** The office network is protected by Cisco Firewall. Only authorized access is permitted.
   - **4.2.** Documents are shared only among authorized employees. Documents on the office network are not public and can only be accessed by authorized employees or consultants.
   - **4.3.** Access to the building is not granted unless the visitor is pre-authorized or a current employee allows access.

5. **Updates. Service**

Launchmetrics is constantly improving its Services and platform. Launchmetrics's latest Technical and Organizational Security Measures updates are available on request. Customer may write to Launchmetrics using the following email address support@launchmetrics.com and asking for the following document: Launchmetrics - Information Security Policy.

EXHIBIT 3

List of Subprocessors

Infrastructure SubProcessors – Service Data Storage

Entity name	**Service provided by Launchmetrics**	**Entity type**	**Entity Country**	**Appropriate safeguards for Data Transfer (if applicable)**
Amazon Web Services	Contacts [SM], Samples[SM], Events[SM] Discover[SM] Services, and Launchmetrics Spotlight	Cloud Service Provider	European Economic Area - Ireland	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Atlas Cloud Provider	Contacts[SM], Samples[SM], Events[SM]	Cloud Service Provider	European Economic Area - Ireland	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Amazon Data Services	Contacts[SM], Samples[SM], Events[SM] and Galleries[SM]	Cloud Service Provider	USA - North Virginia	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Stack Infrastructure	DMR	Data Center Service Provider	European Economic Area - Italy	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Amazon Web Services	DMR - storing articles, screenshot and text necessary for DMR service	Cloud Service Provider	Ireland, Frankfurt, North Virginia	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Microsoft Azure	DMR - language translation only	Cloud Service Provider	West EU	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR

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Location	Authorized Affiliate	Service Provided	Appropriate safeguards for Data Transfer (if applicable)
US	Fashion GPS Inc.	support, marketing and sales activities	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR

UK	Fashion GPS Europe Ltd	support, marketing and sales activities	Commission Adequacy Decision dated 28th of June 2021, pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by the United Kingdom under the Act on the Protection of Personal Information ("UK Adequacy Decision")
France	Launchmetrics France SAS	support, marketing and sales activities	N/A
Italy	Fashion Tree S.r.l., DMR S.r.l.	support, marketing and sales activities	N/A
Spain	Launchmetrics Spain SL	support, marketing and sales activities	N/A
Romania (fully Remote)	Launchmetrics Technologies S.r.l.	g support, marketing and sales activities	N/A
Hong Kong	Park Lu Limited, DMR APAC Ltd.	support, marketing and sales activities	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
China	Park Lu Consulting (Shanghai) Limited.	support, marketing and sales activities	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR

Launchmetrics Specific Subprocessors

Entity name	Entity Type	Entity Country	Appropriate safeguards for Data Transfer (if applicable)
Salesforce.com, Inc	CRM	United States of America	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Google LLC	Customer Support	United States of America	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
Oracle America, Inc.	Billing and Customer Support	United States of America	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR
FUTABA TSUSHINSHA	Launchmetrics reseller in the	Japan	Commission Implementing Decision 2019/419 of

CO., Ltd.	APAC region, with the role of external sub-contractor, used for support (when relevant based on subscribed Services)		23 January 2019 pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council on the adequate protection of personal data by Japan under the Act on the Protection of Personal Information (Text with EEA relevance) – "Japan Adequacy Decision"
DayDreamer	Launchmetrics reseller in the MENA region with the role of external sub-contractor, used for support (when relevant based on subscribed Services)	United Arabs Emirates	Standard Contractual Clauses pursuant to article 46, par. 2, let.c) of GDPR