

Primary Contact Information (each a "Party" and together the "Parties")			
Company		Sourcepoint	
Legal Name ("Company")	[x]	Legal Name ("Sourcepoint")	Sourcepoint Technologies, Inc.
Primary Contact, Title	[x]	Sales Rep	Erik Junge
Legal Notice Address	[x]	Legal Notice Address	228 Park Ave S #87903
City / State / Zip / Country	[x]	City / State / Zip / Country	New York, NY 10003-1502 USA
Email	[x]	Email	erik@sourcepoint.com
Phone	[x]	Phone	+1-347-530-5282
General Information			
Service Start Date	[x]		
PO or ref #	(optional)		
Initial Company Properties	Customer provided list		
Sourcepoint Dialogue – Services & Features Ordered & Sourcepoint Fees			
SERVICES & FEATURES ORDERED ("Services")		UNIT	FEE (in Currency above)
Consent Management Module Base Fee			
Fee payable by Ströer Digital Media GmbH, as further agreed herein.		Fee paid by Ströer Digital Media GmbH	n/a
Form Additional Terms & Conditions			
<p>Sourcepoint and Ströer Digital Media GmbH have concluded an agreement with the Order Form Effective Date of December 12, 2018, and amended on (...), under which Ströer Digital Media GmbH pays fees for certain of its third party publishers to get access to and use the Consent Management Module of Sourcepoint. Under this Terms of Service and Usage Company agrees to the conditions, prerequisites and other terms for such service.</p> <p>Service Description: The Consent Management module enables Company to communicate third party vendors to users of the Company Properties and subsequently collect the user's consent for processing of personal data by these third party vendors. Specifically, the module consists of the following components;</p> <ul style="list-style-type: none"> • Vendor Management system to manage third party vendors to be included in the service; • User facing Privacy Manager to adjust consent settings at any point in time; • Messaging editor to customize and optimize user facing communication; • User journey builder to determine under which conditions to show a message to a user; • Sourcepoint provides a web based application • until development of account management tool is completed all platform contents are readable and changeable for all users • versioning, recording and storing of user consents for processing user data in a data base of Sourcepoint • Report features: KPIs include DPVs, number of given/withdrawn consents on a vendor base • Sourcepoint provides dialogue and "Privacy Manager" as a package in a JavaScript file. The dialogue experience can be customized for each website (text, colors, etc.) and the Javascript file exclusively contains the required code to run the consent service within the dialogue module. • Vendor management solution is developed along the lines of GDPR; Company is responsible that its use of the solution meets all legal requirements and Applicable Data Protection and Data Security Law • Sourcepoint provides an interface, by which the Company AdTagManager is able to control the representation of the dialogue • Sourcepoint provides an interface which fully supports the "IAB GDPR Transparency and Consent Framework" in its current and future state • A/B testing and reporting tools to measure the impact of user messaging and user journey tools; and • Sourcepoint will provide adequate support to Company as regards the integration, management and updating of the Consent Management Tool. <p>Further details can be viewed at https://www.sourcepoint.com/#Sourcepointplatform.</p> <p>Service Level Agreements: The Services will be available to the extent as described in the service level agreement attached as Schedule A to the Agreement.</p> <p>Term and Renewal: The Initial Term shall commence as of the Service Start Date given above and continue for 9 months. Thereafter, this Agreement shall automatically renew for additional 6-month periods, under the same terms as given above (each, a "Renewal Term" and together with the Initial Term and any subsequent Renewal Terms, collectively, the "Term"), unless either Party provides the other Party with written notice of non-renewal before the first day of the then-current Term at the latest.</p> <p>The Agreement consists of the following documents: Terms Form, Schedule 1 Data Processing Agreement, Terms of Service, Schedule 2 Service Level Agreement. If there is any conflict between any of these documents, these documents apply in the order as listed in the previous sentence.</p> <p>Any additional order form(s) subsequently executed between the Parties related to the services listed above shall, unless otherwise noted explicitly thereon, supersede this Terms Form with respect to such services, effective as of the Paid Service Start Date given on such order form(s) with respect to such services.</p>			
Authorization			
This Order Form and the attached Terms of Service are agreed and accepted by the later date set forth below (the "Order Form Effective Date"):			
Company Signature:		Name, Title:	Date:
Sourcepoint Signature:		Name, Title:	Date:

Terms of Service

These Terms of Service (including any exhibit and/or schedule attached hereto and any Order Forms (as defined below), this “Agreement”), dated as of the Order Form Effective Date pursuant to the Order Form attached hereto (the “Effective Date”), is made between Sourcepoint Technologies, Inc. (“Sourcepoint”) and the company named at the top of the Order Form attached hereto (“Company”). Each of Sourcepoint and Company may be referred to herein individually as a “Party” or collectively as the “Parties”. IN CONSIDERATION OF THE MUTUAL PROMISES BELOW AND OTHER GOOD AND VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1 SERVICES.

1.1 Services. Sourcepoint will make available certain services (each, a “Service” and collectively, the “Services”) to Company according to any service order that references this Master Services Agreement (including any exhibit and/or schedule attached thereto, “Order Forms”), each of which are deemed incorporated herein by reference; provided that an Order Form will not be deemed entered into until signed by an authorized representative of each Party. The Services will be subject to the terms and conditions of this Agreement.

1.2 Sourcepoint Platform. As part of the Services, Sourcepoint will make available to Company the Sourcepoint Platform (as defined below) subject to and in accordance with the terms and conditions set forth in any Order Form. Subject to the terms and conditions of this Agreement, Sourcepoint hereby grants to Company, during the Term (as defined below), a non-exclusive right to access and use the Sourcepoint Platform for business purposes. As used herein, the “Sourcepoint Platform” means Sourcepoint’s proprietary platform and associated technology, in object code format only, which is made available by Sourcepoint to Company pursuant to the list of features and/or product modules listed on the Order Forms(s). Company will use the Sourcepoint Platform solely in accordance with this Agreement.

1.3 Restrictions. Except as expressly permitted hereunder, Company shall not and shall not permit or authorize any third party to: (a) copy, modify, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of any of the Sourcepoint Platform; (b) translate or create derivative works based on any of the Sourcepoint Platform; (c) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit the Sourcepoint Platform third party; or (d) access or use the Sourcepoint Platform (or any part thereof) to build a competitive product or service. Sourcepoint reserves any and all right, title and interest in and to the Sourcepoint Platform other than the limited rights expressly granted to Company in this Agreement.

1.4 Feedback. Company may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Sourcepoint with respect to the Sourcepoint Platform. Sourcepoint shall have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Company hereby grants Sourcepoint a royalty-free, fully paid up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback and (b) use the Feedback and/or any subject matter thereof, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Feedback and/or any subject matter of the Feedback.

2 FEES & PAYMENT

2.1 General. Sourcepoint shall invoice Ströer Digital Media GmbH monthly for any applicable Sourcepoint Fees plus any applicable Taxes that are triggered by Customer using the Services of Sourcepoint under this Agreement. Sourcepoint is not responsible for or shall not be involved in the Ströer Digital Media GmbH’s reimbursement of the Sourcepoint Fees and applicable Taxes by Company, if any. The details of the payment obligations between Sourcepoint and Ströer Digital Media GmbH are set out in their agreement. Company is not obliged to pay Sourcepoint Fees to Sourcepoint.

2.2 Suspension and Termination. Sourcepoint reserves the right to suspend Company’s access to the Sourcepoint Platform with notice in the event of Ströer Digital Media GmbH’s non-payment of outstanding invoices that were not disputed by Ströer Digital Media GmbH towards

Sourcepoint within the payment deadline as described in the invoice and where Ströer Digital Media GmbH is in default with payment with 30 days or more with amounts of two or more consecutive monthly invoices. Sourcepoint may terminate this Agreement under Section 4.3 of this Agreement in case of non-payment of outstanding invoices by the relevant due date as listed in the invoices and the agreement between Sourcepoint and Ströer Digital Media GmbH in two consecutive months.

3 COMPANY DATA

3.1 Tags; Code. Sourcepoint will provide Company with a JavaScript tag and/or other implementation code (collectively, a “Tag”) to enable the provision of certain Services which involve the collection of Company Data (as defined below) on Company Properties. Sourcepoint will provide reasonable support in connection with the integration of the Tags on one or more Company Properties.

3.2 Company Data. Company retains all right, title and interest in and to the Company Data, other than the limited rights expressly granted in this Section 3. For purposes of this Agreement, “Company Data” means any and all information collected and/or stored by or on behalf of Sourcepoint in connection with Company’s or third party customer of Company’s use of the Sourcepoint Platform, excluding (a) data and information relating to the operation and/or performance of the Sourcepoint Platform, and (b) any information that a Company User expressly submits to Sourcepoint in connection with a Company User interacting with a Sourcepoint product or service.

3.3 Rights to Company Data. Nothing shall be construed to restrict, impair, encumber, alter, deprive or adversely affect the Company Data, or any of Company’s rights or interests therein. Company hereby grants Sourcepoint the non-exclusive right and license to (a) copy, use, modify, distribute, display and disclose Company Data solely to the extent necessary to provide the Services to Company pursuant to the terms and conditions of this Agreement, (b) copy, modify and use aggregated and anonymized Company Data in connection with internal operations and functions, including, but not limited to, operational analytics and reporting, internal financial reporting and analysis, audit functions and archival purposes and (c) copy, use, modify, distribute, display and disclose Company Data on an aggregate and anonymized basis for marketing purposes, solely to the extent that: (i) the aggregate data does not include information that identifies or would reasonably be expected to identify Company or any of Company properties, brands, Company Users or end users as the source of such data; and (ii) the data set into which the Company Data is bundled includes similar data from Sourcepoint’s other clients of the Services.

3.4 Disclosures to Ströer Digital Media GmbH. Sourcepoint is entitled to forward to Ströer Digital Media GmbH information on or in connection with this Agreement and its performance (including, but not limited to information on the parties, pricing, term, performance) that is relevant for payment of Sourcepoint Fees by Ströer Digital Media GmbH.

4 . TERM; TERMINATION

4.1 Term of Agreement. This Agreement will be effective from the Effective Date and continue until the Terms Form has expired or terminated (the “Term”).

4.2 Term of Terms Forms. Unless earlier terminated in accordance with this Agreement, the initial term of the Terms Form commences on the Order Form Effective Date (as defined in such Order Form) and continues for the initial term expressly specified therein. Except as otherwise specified in the Terms Form, the Terms Form shall automatically renew for additional periods of three (3) months unless either Party gives the other notice of non-renewal before the first day of the then-current term at the latest. The Agreement between Company and Sourcepoint will end at the latest on the same day as the agreement concluded by Sourcepoint and Ströer Digital Media GmbH dated [...] (“Sourcepoint-Ströer

Agreement") ends. The Term of this Agreement can end before the term of the Sourcepoint-Ströer Agreement; the end of the Term of this Agreement shall not affect the Term of the Sourcepoint-Ströer Agreement.

4.3 Termination for Breach. Either Party may terminate this Agreement, including the Terms Forms, immediately on written notice to the other Party that it is in material breach of this Agreement; provided however that if the breach is capable of cure, the breaching Party will have thirty (30) days from the notice date to cure the breach to the non-breaching Party's reasonable satisfaction.

5 CONFIDENTIAL INFORMATION

As used herein, "Confidential Information" means, any and all information, regardless of whether it is in tangible form, disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") that is either (a) marked as confidential or proprietary, (b) identified in writing as confidential or proprietary within thirty (30) days of disclosure, or (c) would be reasonably understood by the Receiving Party as the Disclosing Party's Confidential Information at the time of disclosure. Information shall not be deemed Confidential Information if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information. Each Receiving Party shall use reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Confidential Information of the Disclosing Party may be disclosed by the Receiving Party only to: (A) such employees and agents of the Receiving Party as may have a need to know such information in the course of their duties; and (B) legal or financial advisors or potential acquirers or financing sources of the Receiving Party on a need to know basis, provided, that, in each case, such recipients are bound by professional ethical duties or confidentiality obligations at least as restrictive as those set forth herein. Confidential Information of the Disclosing Party may also be disclosed by the Receiving Party if required by law or valid order of a court or other governmental authority (provided that the Receiving Party delivers reasonable notice to the Disclosing Party and use commercially reasonable efforts to cooperate with Disclosing Party's attempt to obtain a protective order). Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return to Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party.

6 REPRESENTATIONS AND WARRANTIES; DATA PROTECTION AND SECURITY; EXCLUSIONS; INDEMNIFICATION

6.1 Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required operational power, right and authority to enter into this Agreement and perform its obligations hereunder, (b) such Party shall comply with all applicable laws and regulations with respect to its activities under this Agreement, including, without limitation, Applicable Privacy and Data Security Laws, (c) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any other third parties' intellectual property rights, and (d) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

6.2 Sourcepoint Warranties. Sourcepoint further represents and warrants to Company that: (a) Sourcepoint will use industry standard measures to prevent the Sourcepoint Platform from containing any "virus", "trap door", "Trojan Horse", "worm", "self destruction", "disabling", "metering" device or any other malicious code, which could impair Company's, or its Affiliates', use of or access to the same; and (b) Sourcepoint will use commercially reasonable and industry standard efforts to ensure the security of Company Data (subject to the license rights set forth in Section 3).

6.3 Company Warranties. Company further represents and warrants to Sourcepoint that it shall: (a) use reasonable efforts to prevent

unauthorized access to, or use of, the Services and in the event of any such unauthorized access or use, promptly notify Sourcepoint; (b) obtain and maintain all necessary licenses, consents and permissions necessary for Sourcepoint (including its agents) to perform its obligations under this Agreement, including, without limitation, to integrate the Services on Company Property; and (c) use commercially reasonable efforts to ensure that its network and systems comply with any relevant specifications provided by Sourcepoint to Company in order to improve the Services or IT security and to have the Services updated in writing from time to time.

6.4 Security; Personally Identifiable Information. Sourcepoint will implement and maintain adequate security procedures and practices with respect to the Company Data in accordance with the terms of this Agreement and any Applicable Privacy and Data Security Laws. Sourcepoint will notify Company promptly if Sourcepoint becomes aware (a) of a Security Event or (b) that any person who has had access to Company Data has violated Section 3.3 or 6.4 of this Agreement applicable to Company Data. Sourcepoint shall not collect any Personally Identifiable Information (as defined below) of Company Users of any of the Company Properties, including without limitation through the Tags or the Sourcepoint Platform, unless required to perform the Services or unless Company has given prior written consent; provided that Company hereby consents to the collection of usage statistics associated with any Company User's access of the Company Properties solely required for Sourcepoint to perform its obligations under this Agreement.

6.5 Data Protection. For Companies based in the EU/EEA or Companies that fall in scope of GDPR under Art. 3 GDPR, the following applies: In context of providing the Services under the Agreement, Sourcepoint may process certain Company Data that qualifies as personal data (as defined by GDPR). In this regard, Company is data controller and Sourcepoint is data processor that acts upon instructions of Company. Details are agreed in the data processing agreement in Schedule 1 to this Agreement - Data Processing Agreement which is attached to and incorporated into this Agreement.

6.6 Exclusions. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SOURCEPOINT PROVIDES THE SOURCEPOINT PLATFORM ON AN "AS-IS" BASIS AND DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY ACKNOWLEDGES THAT SOURCEPOINT DOES NOT WARRANT THAT THE SOURCEPOINT PLATFORM WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, BUT ONLY AS DESCRIBED IN THE SERVICE LEVEL AGREEMENTS AS LISTED IN THE ORDER FORM. COMPANY'S EXCLUSIVE RIGHTS IN CASE OF A BREACH OF WARRANTY BY SOURCEPOINT ARE THE RIGHTS SET OUT IN THE SERVICE LEVEL AGREEMENT, RIGHTS TO CLAIM DAMAGES (AS LIMITED IN SEC: 7) AS WELL AS RIGHTS FOR BREACH OF AGREEMENT AS EXPLICITLY GRANTED UNDER THIS AGREEMENT; FURTHER STATUTORY OR IMPLIED WARRANTY RIGHTS ARE EXCLUDED. COMPANY ACKNOWLEDGES THAT SOURCEPOINT IS NOT LIABLE FOR ANY ACTIONS TAKEN BY THIRD PARTIES RELATED TO OR ARISING FROM COMPANY'S USE OF THE SOURCEPOINT PLATFORM, UNLESS THAT THIRD PARTY IS A STATUTORY AGENT OR VICARIOUS AGENT OF SOURCEPOINT OR SUCH LIABILITY IS MANDATORY UNDER APPLICABLE LAW.

6.7 Indemnification by Sourcepoint. Sourcepoint shall defend Company and its officers, directors, employees, and agents (each, a "Company Indemnified Party") against any third party claim, allegation or legal action (a "Claim") arising from an allegation that Company's authorized use of the Sourcepoint Platform infringes any intellectual property right of a third party (the "IP Infringement Obligation"). Further, Sourcepoint shall indemnify the Company Indemnified Party against any damages actually awarded or paid in connection therewith, including the reasonable attorneys' fees and expenses. Sourcepoint's obligations described in this Section shall be excused to the extent that indemnification claim is based on or increased through that the Company Indemnified Party does not: (a) promptly notify Sourcepoint of such Claim; (b) tender to Sourcepoint the sole and exclusive authority to defend and/or settle any such Claim; and (c) reasonably cooperate with Sourcepoint in connection with such Claim. This Section states Sourcepoint's entire obligation and Company's

sole remedies in connection with any claim regarding the intellectual property rights of any third party. The limitations in sec. 7, except for 7.4, apply also to the indemnification obligations under this section.

6.8 IP Infringement Exceptions. Sourcepoint's IP Infringement Obligation will not apply to claims to the extent arising from (a) Company's use of the Sourcepoint Platform in violation of this Agreement, (b) modification of the Sourcepoint Platform by any party other than Sourcepoint without Sourcepoint's express consent, or (c) the combination, operation, or use of the Sourcepoint Platform with other applications, portions of applications, product(s), data or services where the Sourcepoint Platform would not by itself be infringing (collectively, the events described in Sections 6.7(a), (b) and (c), "Indemnity Exceptions"). If the Sourcepoint Platform becomes, or in Sourcepoint's reasonable opinion is likely to become, the subject of an intellectual property infringement claim, then Sourcepoint will promptly notify Company and, at Sourcepoint's sole option and expense, may either: (i) procure the right to continue providing the Sourcepoint Platform as contemplated by this Agreement; (ii) modify the Sourcepoint Platform to render it non-infringing (provided that such modification does not adversely affect use of the Sourcepoint Platform); or (iii) replace the Sourcepoint Platform with a functionally equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate this Agreement.

6.9 Indemnification by Company. Company shall defend Sourcepoint and its officers, directors, employees, and agents (each, a "Sourcepoint Indemnified Party") against any Claim arising from:) any claims by Company Users arising from or related to the Sourcepoint Platform or provision of the Services (other than claims covered by Sourcepoint's indemnification obligations under Section 6.6). Further, Company shall indemnify the Sourcepoint Indemnified Party against any damages actually awarded or paid in connection therewith, including the reasonable attorneys' fees and expenses. Company's obligations described in this Section shall be excused to the extent that indemnification claim is based on or increased through that the Sourcepoint Indemnified Party does not: (a) promptly notify Company of such Claim; (b) tender to Company the sole and exclusive authority to defend and/or settle any such Claim; and (c) reasonably cooperate with Company in connection with such Claim. The limitations in sec. 7, except for 7.4, apply mutatis mutandis also to the indemnification obligations under this section.

7 LIMITATION OF LIABILITY

7.1 Sourcepoint's liability for damages due to slight and gross negligence, of any legal reason, is limited as follows:

- a. Sourcepoint's liability for any breach of a material duty under the legal obligation is limited to the amount of foreseeable damages typical for this type of agreement; and
- b. Sourcepoint is not liable for slight negligence for any other nature.

7.2 The limitations of liability pursuant to Clause 7.1 of this Agreement do not apply to statutory liabilities (such as under the German Product Liability Act (Produkthaftungsgesetz)), or to claims arising from death and injury to body and health for which Sourcepoint is held responsible, or if and to the extent that Sourcepoint has assumed any guarantee.

7.3 Sourcepoint shall not be liable, irrespective of its legal ground, for any indirect economic loss, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss or damage to goodwill or any other consequential damages arising out of or in connection with this Agreement. Clause 7.2. remains unaffected.

7.4 The parties agree that the typically foreseeable damages under clause 7.2 shall be limited to (i) EUR 200,000 for Company per damaging event and (ii) in no case, together with all other damaging events with regard to Company under the Agreement or other Third Party Publishers under their Third Party Publisher Agreements (each as defined in the agreement of Sourcepoint and Ströer Digital Media GmbH of December 12, 2018 in its then current version regarding certain Sourcepoint services), an aggregated amount of EUR 1,000,000 during the entire term of the Agreement.

7.5 Clauses 7.1 to 7.3 of this Agreement apply accordingly to any party's liability for any unwarranted expenditures and indemnification obligations under this Agreement.

7.6 Company's sole and exclusive remedy in respect to any claim arising from Sourcepoint's failure to meet any Service Level shall be a claim for Service Credits in accordance with the Service Level Agreement in Schedule 2 to this Agreement, unless Company can prove actual higher damages (subject to this section 7), in which case any credits paid will be deducted from any damage payments.

7.7 The Customer undertakes to take sufficient measures to prevent or mitigate damages.

8 GENERAL

This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of each Party. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Nothing in this Agreement shall be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. Except as provided herein, neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained shall give rise or is intended to give rise to any rights of any kind to any third parties. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, consistent with the intent of the Parties as of the Effective Date. This Agreement shall be subject to German law, other than with regard to conflict of law principles. For disputes arising under this Agreement, the place of exclusive jurisdiction is Berlin. All notices under or related to this Agreement will be in writing and will reference the Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed telecopy or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth in the Order Form or such other addresses designated pursuant to this Section. Neither Party may assign this Agreement, or sublicense any of the rights granted therein, in whole or in part, without the prior written consent of the non-assigning Party, which consent will not be unreasonably withheld by the non-assigning Party. Notwithstanding the foregoing, either Party may assign this Agreement without such consent to any person or entity that acquires all or substantially all of the assets and business to which this Agreement relates of the assigning Party by merger or purchase. Any attempt by either Party to assign or transfer any of the rights, duties or obligations of the Agreement in violation of the foregoing shall be void. This Agreement, together with all Order Forms, constitutes the entire agreement between the Parties concerning the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. Any Order Form amending a term of this Agreement shall amend such term only with respect to the Services performed pursuant to such Order Form. Neither Party is liable for failure or delay in performing its obligations because of causes beyond its reasonable control, including acts of God, terrorism, war, riots, fire, earthquake, flood or unanticipated degradation, failure of third party networks or communications infrastructure, or other similar events beyond the reasonable control of a Party. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary in this Agreement, Sourcepoint does not guarantee the Sourcepoint Platform will be operable during any down time caused by outages to any public Internet backbones, networks or servers, any failures of equipment, systems or local access services, or for previously scheduled maintenance. Upon termination of this Agreement for any reason, all rights granted hereunder and all obligations of each Party shall immediately terminate. Each Party will not be liable to the other Party nor (as between the Parties) to any third party for termination of this Agreement. Notwithstanding the foregoing, Sections 1.3, 1.4, 2, 3.3(b),

3.3(c), 5, 6.1, 6.4, 6.5, 6.6, 6.7, 6.8, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

9 DEFINITIONS

“Affiliate” means any company or other business entity controlled by, controlling or under the common control of that party. For the purposes of the definition of “Affiliate,” “control” will mean the direct or indirect power to direct, or cause the direction of, the management and policies of a company or other business entity, whether through ownership of fifty percent (50%) or more of the voting interest, by contract, or otherwise (and “controlling” and “controlled” will be construed accordingly).

“Applicable Privacy and Data Security Laws” means the following: all privacy, security, and data protection laws, rules, and regulations of any applicable jurisdiction, and all then-current industry standards, guidelines, and practices with respect to privacy, security, and data protection including the processing of personal data, each as applicable to the respective party that is obliged to comply with such law under the Agreement.

“Company Properties” means the websites, apps, and other digital media properties owned and operated or controlled by Company or its Affiliates or other third party customers of Company.

“Company Users” means the end users of and visitors to Company Properties.

“Personally Identifiable Information” means any information relating to an identified or identifiable Company User, excluding any information that a Company User expressly submits to Sourcepoint in connection with a Company User interacting with a Sourcepoint Product or Service. An identifiable Company User is one who can be identified, directly or

indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

“Security Event” means an event where Company Data or Confidential Information stored by Sourcepoint is accessed or received by an individual or entity not authorized to access or receive such data or information.

“Sourcepoint Fees” shall mean the fees charged to Company by Sourcepoint for Sourcepoint Services pursuant to any Order Form(s).

“Dialogue Page Views” or “DPV” means the total number of page views (inclusive of both ad-blocked and non-ad-blocked page views) on Company Properties on which Company has implemented Sourcepoint Dialogue, as counted in the Sourcepoint Platform.

“Whitelist Page Views” or “WPV” means the total number of non-ad-blocked pageviews generated by a user that initially had been presented a message due to having ad-blocking enabled, as counted in the Sourcepoint Platform.

“Consented Page Views” or “CPV” means the total number of pageviews generated by a user that has consented to advertising tracking which had previously not been recorded as consenting, as counted in the Sourcepoint Platform.

“Impressions” or “IMP” means the number of ad impressions with respect to the usage of a specific Sourcepoint Service, as counted in the Sourcepoint Platform.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date by executing the Order Form attached hereto.

SCHEDULE 1

Data Processing Agreement ("DPA")

Based on European Commission Decision 2010/87/EU (Standard Contractual Clauses) and the General Data Protection Regulation (GDPR).

between

(insert Company name and address)

("Customer")

and

Sourcepoint LLC

1201 Broadway, Suite 701, New York, NY 10001, USA

("Sourcepoint"; Customer and Sourcepoint together: the "Parties" or each a "Party")

Sourcepoint provides certain IT services to Customer in context of the Service Agreement between the Parties. In context of providing the services, Sourcepoint will process certain Personal Data as a Processor on behalf of Customer as further detailed in this DPA. Therefore, the Parties agree as follows:

1. Definitions

Unless expressly stated otherwise, capitalized terms shall have the following meaning:

"**Applicable Data Protection Laws**" means all applicable data protection laws, particularly from 25 May 2018 Regulation (EU) 2016/679 ("GDPR") and applicable local data protection laws.

"**DPA**" means this data processing agreement.

"**Party**" and "**Parties**" is defined in the header of this DPA.

"**Data Subjects**" as defined in Appendix 1 of the Standard Contractual Clauses.

"**Personal Data**" as defined and listed in Appendix 1 of the Standard Contractual Clauses.

"**Service Agreement**" is the Agreement (Order Form and Attachments in the main part of this document) concluded between the Parties which further defines the scope of data Processing and the Parties' obligations with respect to the processing of Personal Data.

"**Standard Contractual Clauses**" means the Standard Contractual Clauses covering controller to processor data transfers (European Commission Decision 2010/87/EU) as attached to this DPA.

2. Subject matter and duration of data processing

2.1. Sourcepoint provides Customer with services for the optimization of websites and/or online compensation possibilities within the scope of the Service Agreement, including a consent management tool and a tool to provide advertisements to users. In this context, Sourcepoint processes the Personal Data of Data Subjects as described in Appendix 1 to the Standard Contract Clauses.

2.2. The term of this DPA is identical to the term of the Service Agreement. Save as otherwise agreed herein, termination rights and requirements shall be the same as set forth in the Service Agreement.

3. Structure; Application of the Standard Contractual Clauses

3.1. Personal Data will be stored and processed by Sourcepoint in the EU and the EEA, but Sourcepoint's employees might need to access the personal data for purposes of maintenance and support from the USA.

3.2. For the processing of Personal Data by Sourcepoint outside the EU/EEA, the Standard Contractual Clauses attached as Annex 1 to the DPA shall apply to their full extent. If and to the extent a provision of this DPA is in conflict with a provision of the Standard Contractual Clauses or to the detriment of the Data Subject, the Standard Contractual Clauses shall prevail.

3.3. The Standard Contractual Clauses shall be interpreted in such a way that Sourcepoint is the data importer and Customer is the data exporter.

4. Sourcepoint's obligations

4.1. Instruction Rights

4.1.1. In addition to Clause 5(a) and (b) of the Standard Contractual Clauses Customer is entitled and obliged to instruct Sourcepoint in connection with the Service Agreement, generally or in the individual case, regarding the collection, processing and use of the Personal Data. Instructions may also relate to the correction, deletion or blocking of Personal Data. Instructions shall generally be given in writing, unless the urgency or other specific circumstances require another (e.g., oral, electronic) form. Instructions in another form than in writing shall be confirmed by Sourcepoint in writing, if Customer so requests. Customer remains solely responsible for compliance of the Sourcepoint Platform with all applicable legal requirements, including compliance with GDPR.

4.1.2. Sourcepoint shall notify Customer without undue delay if Sourcepoint reasonably believes that an instruction contravenes statutory provisions.

4.2. Rectification, Deletion, Blocking

4.2.1. If so requested by Customer, Sourcepoint shall correct, delete or block Personal Data. If Sourcepoint is legally required to retain Personal Data beyond the deletion instruction, Sourcepoint shall be obliged to restrict the further Processing of such particular Personal Data in such way that this may exclusively occur to the purpose pursued with the aforementioned duties of retention (hereinafter referred to as "Blocking").

4.2.2. In case Sourcepoint is subject to a Blocking obligation pursuant to the previous paragraph, Sourcepoint is obliged to completely and irrevocably erase the respective Personal Data on the last day of the calendar year during which the blocking term ends.

4.2.3. The erasure and/or blocking of Personal Data shall be documented by Sourcepoint and be confirmed to Customer in written form upon request.

4.3. Reporting Duties and Assistance

4.3.1. In addition to the notification obligation pursuant to Clause 5(d) of the Standard Contractual Clauses, Sourcepoint shall notify Customer without undue delay if Sourcepoint or its employees or subcontractors violate Applicable Data Protection Laws with regard to the Personal Data. If Sourcepoint is of the opinion that Personal Data have been or might have been illegally processed or illegally disclosed to or accessed by a third party, Sourcepoint will notify Customer without undue delay in writing.

4.3.2. Sourcepoint shall assist Customer with its third party notification and communication obligations, taking into account the nature of processing and the information available to Data Importer. However, Customer is solely responsible for fulfilling any third party notification and communication obligations. Sourcepoint will take, where appropriate, measures to mitigate the possible adverse effects of the security incident. .

4.4. Self-controls by Sourcepoint

Sourcepoint shall control, by appropriate means, its compliance with its data protection obligations in connection with this DPA and shall provide Customer upon request with regular and occasion-based reports of such controls.

4.5. Verification of compliance and audit rights

With regard to the audit right under Clause 5(f) of the Standard Contractual Clauses the Parties agree that Sourcepoint shall offer and provide substantive documentation to Customer to demonstrate and prove compliance with this DPA and of the implementation of the agreed technical and organisational measures (Appendix 2 to the Standard Contractual Clauses). Such documentation can be in the form of a current attestation, of reports or report excerpts from third parties (e.g., accountant or auditor), certification resulting from an IT security audit or from a data protection audit (e.g., according to ISO 27001 or ISO 27018) provided that the Processing activities under this DPA are covered or a certification approved by the competent authority. If such information is not sufficient, Customer may request additional information or carry out on-site audits.

Evidence of sufficient technical and organizational measures may also be provided by Sourcepoint by ensuring compliance with approved Codes of Conduct pursuant to Article 40 GDPR.

4.6. Return and further use of data after end of contract

Unless otherwise instructed by Customer, Sourcepoint shall return to Customer, without undue delay, all data carriers received from Customer and all Personal Data obtained or generated in connection with the Service Agreement, and shall refrain from any further processing and use of such Personal Data, to the extent this is possible without infringing Customer's own statutory obligations.

4.7. Requests by authorities and Data Subjects

To the extent not prohibited by Data Protection Laws and applicable national laws, Sourcepoint shall notify Customer as soon as reasonably practicable in writing of any subpoena or other judicial or administrative order or proceeding

seeking access to, or disclosure of, Personal Data. Sourcepoint acknowledges that Customer may, at its sole expense, seek to defend against or contest such action in lieu of and on behalf of Sourcepoint.

4.8. Records of Processing activities

Sourcepoint shall keep a record of any processing of Personal Data it carries out on behalf of Customer and shall only disclose such records to third parties with the prior written consent of Customer, unless provided otherwise by applicable law.

5. Subprocessors

Customer expressly authorizes Sourcepoint and its subprocessors to assist Sourcepoint with respect to the processing of Personal Data under the DPA provided that (i) Sourcepoint has executed a written agreement with such subprocessors that imposes materially similar obligations as this DPA, as permitted or required by Applicable Data Protection Laws, and (ii) informs Customer about the engagement of the subprocessor.

Customer acknowledges that it has been informed by Sourcepoint, or its local representative, that Sourcepoint has entered into and executed written obligations with the following subprocessors on materially similar obligations to this DPA and hereby approves the following subprocessors that are currently used by Sourcepoint:

Name of subprocessor	Task of subprocessor	Location of subprocessor
Amazon Web Services	Cloud provider	Frankfurt,Germany (Corporate Office: Seattle, WA)
Snowflake	Reporting Data	San Mateo, CA
SendGrid	Email Distribution	Denver, CO
Maxmind	Geotargeting	Waltham, MA
Intercom	Customer support	San Francisco, CA

6. Confidentiality

Sourcepoint is aware that Personal Data may be specially protected information and might be subject to special protection under Applicable Data Protection Laws as well as other laws, e.g. criminal laws. Sourcepoint shall treat Personal Data strictly confidential and shall only grant its employees and subcontractors access to Personal Data to the extent necessary to fulfil the obligations under this DPA and the Service Agreement. Sourcepoint shall not disclose Personal Data to third parties other than instructed by Customer. Sourcepoint shall impose adequate confidentiality obligations on its employees to reflect the requirements above.

7. General Data Protection Regulation

The Parties agree to revise, and if necessary amend, the DPA if and to the extent the European Commission issues new or updated EU Standard Data Protection Clauses under Article 46(2)(c) of the GDPR within two (2) months after the official publication of their final text.

8. Limitation of Liability

The limitation of liability agreed between the Parties in the Service Agreement shall also apply to this DPA, unless otherwise expressly agreed.

9. General

9.1. Severability

If any provision of the DPA (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the DPA, and the validity and enforceability of the other provisions of the DPA shall not be affected. If a provision of the DPA (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

9.2. Attachments

The DPA is an attachment to and integral part of the Service Agreement. In case of contradictions between clauses of the Service Agreement and the DPA, the DPA shall prevail.

The Standard Contractual Clauses and their Appendices are integral part of this DPA.

Signatures

Customer:

Name: (insert Company name)

Date:

Authorized Signature:

Sourcepoint

Name: Sourcepoint LLC

Date:

Authorized Signature:

Annex 1 to the DPA – Standard Contractual Clauses

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Customer as defined in the DPA

(hereinafter referred to as the “data exporter”)

and

Sourcepoint as defined in the DPA

(hereinafter referred to as “data importer”)

each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

(a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (1);

(b) ‘the data exporter’ means the controller who transfers the personal data;

(c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;

(ii) any accidental or unauthorised access; and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely Germany.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses (3). Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely Germany.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): ...

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

On behalf of the data importer:

Sourcepoint LLC

Position: ...

Address: ...

Other information necessary in order for the contract to be binding (if any):

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the Parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (insert information about Company).

Data importer

The Data Importer is SourcePoint LLC. The Data importer provides support services to the data exporter in relation to provision of the Services under the Service Agreement, in the course of which it may process certain personal data as a processor as defined under the EU General Data Protection Regulation. The data importer will store and process such data on servers located in the EU; however, there may be access by employees of the data importer to such data, e.g. for purposes of maintenance or support from outside the EU.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Past, present and future consumers of data exporter's products and services and / or users of the websites of data exporter that use the services of the data importer.

Categories of data

The personal data transferred concern the following categories of data (please specify):

As a general matter, data importer only processes hashed IP addresses and related use data which do not qualify as personal data. Only in certain situations and for certain services (e.g. All Pay product), data importer may process email addresses or un-hashed IP addresses and related usage data.

For the Consent Management module the following data will also be processed: IP-address, Unique ID and the cookie consent string of the individual user.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

The data exporter does not transfer any special categories of personal data to the data importer.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The nature and purpose of the data processing includes all processing activities (including the collection, access, viewing, organization, storage and deletion of personal data) as are reasonably required to facilitate or support the provision of the services described under the Agreement.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) and Art. 32 GDPR (or document/legislation attached):

Data importer has implemented the following technical and organizational security measures to provide the on-going confidentiality, integrity, availability and resilience of processing systems and services:

1. Confidentiality

Data importer has implemented the following technical and organizational security to provide the confidentiality of processing systems and services, in particular:

- Data importer processes all data exporter data on remote server sites owned and operated by industry leading cloud service providers that offer highly sophisticated measures to protect against unauthorized persons gaining access to data processing equipment (namely telephones, database and application servers and related hardware). Such measures include:
 - Data security is provided per the security requirements of AWS (Amazon Web Services)

- Data importer implements suitable measures to prevent its data processing systems from being used by unauthorized persons. This is accomplished by:
 - letting data exporters define individual user accounts with permissions across Data importer resources;
 - industry standard encryption and requirements for passwords (minimum length, use of special characters, etc.); and
 - all access to data content is logged, monitored, and tracked.

- Data importer's employees entitled to use its data processing systems are only able to access personal data within the scope of and to the extent covered by their respective access permission (authorization). In particular, access rights and levels are based on employee job function and role, using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities. This is accomplished by:
 - employee policies and training;
 - effective and measured disciplinary action against individuals who access personal data without authorization;
 - limited access to personal data to only authorized persons;
 - industry standard encryption; and
 - policies controlling the retention of back-up copies.

2. Integrity

Data importer has implemented the following technical and organizational security to provide the integrity of processing systems and services, in particular:

- Data importer implements suitable measures to prevent personal data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:
 - use of state-of-the-art firewall and encryption technologies to protect the gateways and pipelines through which the data travels;
 - industry standard encryption; and
 - avoiding the storage of personal data on portable storage media for transportation purposes and on company issued laptops or other mobile devices.

- Data importer does not access any data exporter content except as necessary to provide that data exporter with the data importer products and professional services it has selected. Data importer does not access data exporter's' content for any other purposes. Accordingly, data importer does not know what content data exporters choose to store on its systems and cannot distinguish between personal data and other content, so data importer treats all customer content the same. In this way, all data exporter content benefits from the same robust data importer security measures, whether this content includes personal data or not.

3. Availability

Data importer has implemented the following technical and organizational security measure to provide the availability of processing systems and services, in particular:

- Data importer implements suitable measures to provide that personal data is protected from accidental destruction or loss. This is accomplished by:
 - infrastructure redundancy;
 - performing regular data back-ups.

4. Resilience

Data importer has implemented the following technical and organizational security measures to provide the resilience of processing systems and services, in particular:

Data importer implements a variety of monitoring tools in and out of AWS to ensure systems are monitored. These include AWS' own monitoring capabilities as well as component level monitoring via New Relic. Leverage AWS' redundancy, all systems are backed up on a regular basis.

SCHEDULE 2

Service Level Agreement

Availability Objective: Sourcepoint will provide 99,5% Availability per month ("Target Availability") for the Services within Sourcepoint's Immediate Control. For purposes hereof, "Availability" or "Available" means the Sourcepoint Services are available for access and use through Sourcepoint's Internet connection.

"Immediate Control" includes all components below:

- a) Sourcepoint's network services within the Sourcepoint data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in Sourcepoint's data center (i.e., public Internet connectivity);
- b) Hardware provided by Sourcepoint and managed at the Sourcepoint data center.

Specifically excluded from the definition of "Immediate Control" are the following:

- a) Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Company and Company's network services which allow the Company to access the Services. These components are controlled by the Company and their performance or failure to perform can impair or disrupt Company's connections to the Internet and the transmission of data.
- b) Equipment, data, Advertisements, materials, software, hardware, services and/or facilities provided by Company or any third party vendors or service providers of Company.
- c) Acts or omissions of Company, its employees, contractors, agents or representatives, third party vendors or service providers of Company or anyone gaining access to Sourcepoint's network at the request of Company.
- d) Issues arising from bugs or other problems in the software, firmware or hardware of third parties that are contracted by Company or otherwise controlled by Company.
- e) Delays or failures due to circumstances beyond Sourcepoint's reasonable control that could not be avoided by its exercise of due care.
- f) Any outage, network unavailability or downtime outside of the Sourcepoint data center.
- g) Any outage caused by unavailability of mobile or wireless infrastructure or signal coverage, mobile applications, phone hardware and software.
- h) The Recovery of any specific ad impression

Availability Calculation: Availability is based on a weekly 7 day x 24 hour calculation. The calculation will be as follows: $((a - b) / a) \times 100$, where "a" is the total number of hours in a given calendar month, and "b" is the total number of hours that service is not Available in a given month. Specifically excluded from "b" in the calculation of the Availability measurement are (1) a service interruption caused by a security threat until such time as the security threat has been eliminated; (2) reasons of a force majeure event (as defined in this Agreement) or events which are outside Sourcepoint's Immediate Control as defined above; (3) use of unapproved or modified hardware or software by or on behalf of Company; and/or (4) issues arising from misuse of the Sourcepoint provided Services by Company or its agents, customers or third party contractors.

Remedies: The remedies stated in this Section are the Company's sole and exclusive remedies and Sourcepoint's sole and exclusive obligations for service interruption, as set out in the Service Terms. In the event that Sourcepoint is unable to provide the Availability objective noted below in any given calendar month, Company will receive a credit on their monthly invoice for the month in which the interruption occurred equal to the corresponding percentage noted below of one (1) month's fees for the Services for the month in which the Availability objective was not obtained, which shall not exceed 33% of the fees due to Sourcepoint for that calendar month.

Services Availability	Credit
Uptime >= Target Availability	No Credit
Uptime of 98.0% or more but below Target Availability	15.0%
Uptime of 97.0% - 97.9%	25.0%
Uptime of 95.0% - 96.9%	35.0%
Uptime of 90.0% - 95.0%	50.0%
Less than 90%	75.0%

Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered unavailability for purposes of this SLA) if Company is not current in its payment obligations either when the outage occurs or when the credit would otherwise be issued. To receive Service Credits, Company must submit a written request, within 15 days after the end of the month in which the Sourcepoint Services was unavailable, or Company's right to receive Service Credits with respect to such unavailability will be waived. Where a Force Majeure Event (as defined in this Agreement) prevents full Availability for more than ten (10) consecutive days in any six (6) month period, Company's sole remedy is to terminate the Agreement on ten (10) day's written notice to Sourcepoint. In such case, neither Party will be liable for penalties or damages arising out of a failure to perform under this Schedule.