

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") is an addendum to and forms part of Subscription Agreement or other written or electronic agreement between 3radical and You for the purchase of Services from 3radical (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data. By signing this DPA, or an Order Form incorporating this DPA, You enter into this DPA on behalf of yourself and, to the extent required under applicable Data Protection Law and Regulations, in the name and on behalf of Your Authorised Affiliates. For the purpose of this DPA, the term "You" shall include You and your Authorised Affiliates, unless the context indicates otherwise.

1. PURPOSE

Pursuant to the Agreement, You may provide Personal Data to 3radical. The parties agree to comply with the following provisions with respect to any Personal Data transferred to or processed or accessed by Processor pursuant to or in connection with the Agreement, each acting reasonably and in good faith.

2. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the concerned entity.

"Authorised Affiliate" means any of Your Affiliate(s) which (a) are subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) are permitted to use the Services pursuant to an Order Form between You and 3radical.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"Data Protection Law and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means any of Your Data that directly or indirectly identifies a natural person, or, with respect to those countries where relevant, a legal person.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such a collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. "Process", "Processed" and "Processes" shall be interpreted accordingly.

"Processor" means the entity that Processes Personal Data on behalf of the Controller.

"3radical" means the 3radical entity that is party to the Agreement.

All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

3. ROLES OF THE PARTIES

3.1 Controller and Processor

The parties acknowledge and agree that with regard to the Processing of Personal Data, You (including for the avoidance of doubt your Authorised Affiliates, as the case may be) are the Controller and 3radical is the Processor with respect to Personal Data that 3radical Processes pursuant to the Agreement.

3.2 Authorised Affiliates

You enter into this DPA on Your own behalf and, to the extent applicable, in the name and on behalf of Your Authorised Affiliates, thereby establishing a separate DPA between 3radical and such Authorised Affiliate subject to article 9 of this DPA. For the avoidance of doubt, an Authorised Affiliate does not become a party to the Agreement. Where an Authorised Affiliate becomes a party to this DPA, it is bound by its obligations to the extent required under the Data Protection Law and Regulations. Unless otherwise prescribed by the Data Protection Law and Regulations, any right will be exercised by You as party to the Agreement on behalf of an Authorised Affiliate and such rights exercised by the You as party to the Agreement shall be exercised in a combined manner for all of its Authorised Affiliates and not separately for each of them.

4. PROCESSING OF PERSONAL DATA

4.1 Subject-matter of the Processing

The subject-matter of the Processing is the performance of the Services pursuant to the Agreement. The content of the Processing, the types of Personal Data Processed and the categories of Data Subjects concerned by the Processing are further detailed in Schedule 2 of this DPA.

4.2 Provision of Personal Data by the Controller

No sensitive data, such as health data, are meant to be processed under this DPA. It is up to Your sole discretion to monitor what Personal Data is transferred to and uploaded to the Services. In any case, You shall in Your use of the Services comply with the requirements of Data Protection Law and Regulations. For the avoidance of doubt, Your instructions for the Processing of Personal Data shall comply with Data Protection Law and Regulations.

You are solely responsible:

- For the accuracy, quality, integrity, legality, reliability and appropriateness, and, in general, the content of Personal Data transferred to and stored in the Services, or generated and used by the Services;
- For the use of a secured communication protocol when submitting the Personal Data to the Services (such as FTPS, SFTP or HTTPS), and for subscribing to an appropriate encryption service.

4.3 Processing of Personal Data by 3radical

4.3.1. Client's Instructions

3radical shall Process Personal Data only on behalf of and according to documented instructions of You for the following purposes:

- Processing in accordance with the Agreement and any specific Order Form or Statement of Work;
- Processing determined by the Users upon their use of the Services;
- Processing upon other documented instructions provided by the Client (e.g. via email) in line with the Agreement and consistent with the Services.

3radical shall inform You if in its opinion an instruction given by You infringes Data Protection Laws and Regulations.

4.3.2. 3radical's use of Personal Data

3radical shall not use the Personal Data for its own purposes or for the purposes of any third party, and shall Process Personal Data in accordance with Data Protection Law and Regulations. 3radical shall not take any unilateral decisions about the use of the Personal Data or the length of time the Personal Data will be stored, except pursuant to statutory provisions or court or regulatory body decision that prescribe otherwise.

4.3.3. Processor's employees

Subject to Clause 6 below, 3radical's employees who may have access to the Personal Data of You are limited to those employees performing Services in accordance with the Agreement, except prescribed otherwise by Data Protection Law and Regulations. The group of employees performing Services in accordance with the Agreement are listed in Schedule 2 of this DPA.

5. SECURITY OF PERSONAL DATA

5.1 Adequacy of security measures

The Processor shall maintain appropriate technical and organisational measures to secure Personal Data (including to protect Personal Data against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Your Data). Details of such measures are available upon Your request only for the purpose of demonstrating compliance with the GDPR. These measures refer to a suitable level of security, taking into account the state of the art and the costs of implementation, as well as the risks inherent in data Processing proposed by the Processor and the nature of the Personal Data.

5.2 Audits

Upon Your written request at reasonable intervals and subject to reasonable notice, 3radical will enable the Controller to supervise its compliance with provisions of Clause 5.1 by instituting an audit, subject to confidentiality obligations. 3radical will provide the necessary information and documentation and its reasonable cooperation with You. The costs of the audit will be borne by You, unless the audit reveals that the provisions of article 5.1 have not been complied with in a material way, in which case the Processor will bear the costs of the audit directly related to the material errors. In such case, the Processor will promptly develop a corrective action plan. It is agreed that You will mitigate the burden of the audit for 3radical by combining, to the extent possible, several audit requests carried out on behalf of different Authorised Affiliates in one single audit.

5.3 Notification of data breaches

3radical shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Your Personal Data Processed by 3radical or its subprocessor(s) of which 3radical becomes aware (hereafter a "Personal Data Breach"). 3radical will provide the relevant information in a report that shall include, to the extent within 3radical's reasonable control, relevant information about the nature, scope, circumstances, predictable consequences and the measures taken or to be taken. At Your request, 3radical will reasonably cooperate to enable You to comply with the notification obligation, according to

article 11 of this DPA. For the avoidance of doubt, You are entitled to make and receive notification on behalf of any Authorised Affiliates and will be responsible for coordinating all communications in connection with this DPA.

5.4 Confidentiality of Personal Data

5.4.1. Confidentiality within the organisation of the Processor

Processor shall ensure that 3radical's employees having access to Your Personal Data are bound by contractual confidentiality obligations and are informed about the confidential nature of the Personal Data and the responsibilities arising from the Processing of Personal Data.

5.4.2. Confidentiality outside the organisation of the Processor

Unless it has obtained Your prior written consent, 3radical is prohibited from granting any third party access to the Personal Data, except and to the extent that it is necessary for the performance of the Services, in accordance with Clause 6 below.

If 3radical receives a request or an order from a regulatory authority or government agency (including but not limited to investigative, penal, or security institutions) to inspect or be provided with Personal Data belonging to the Controller (each an "Order"), then 3radical will, to the extent legally permitted, inform You without undue delay of such Order. In dealing with the Order, 3radical will observe Your instructions (including an instruction to leave all or part of dealings with the Order to You) and will provide all reasonably necessary cooperation. Should the Order prohibit 3radical from meeting its obligations pursuant to this article, 3radical will promote the reasonable interests of You.

6. SUB-PROCESSORS

6.1 You agree that 3radical's Affiliates are specifically authorised to be retained as sub-processors and that 3radical and 3radical's Affiliates may retain respectively third party sub-processors in connection with the performance of the Services. 3radical warrants that data processors whose services 3radical wishes to engage for Processing Client's Personal Data will be selected with due care. When 3radical wishes to rely on such other sub-processors, 3radical undertakes that such Processing by the sub-processor will only take place upon explicit instruction of 3radical. 3radical or 3radical's Affiliates will have in place a written agreement with any sub-processor it uses ensuring the compliance with its obligations under this DPA.

6.2 3radical will notify You in writing of its decision to engage or replace a sub-processor in due time in order to give the Controller the opportunity to comment on such addition or change, and, as the case may be, to object in accordance with article 28 of the GDPR. In case You object to a new sub-processor, the parties will meet to discuss the objections and agree on a reasonable solution acceptable to each of them. If no solution is found within 30 calendar days of Your objection, You shall be entitled to terminate such Order Form or Statement of Work with respect to such Services that cannot be provided by 3radical without the use of the objected new sub-processor. Upon receipt of such notice of termination, communicated by registered letter with acknowledgment of receipt, 3radical shall refund to Client any prepaid fees covering the remaining of the term for such specific Services, without any additional compensation being owed by any party.

6.3 The sub-processors engaged by the Processor upon execution of this DPA are listed in Schedule 3 of this DPA.

6.4 3radical will remain liable for the acts and omissions of the sub-processor to the same extent it would be liable under this DPA if performing itself the services of a sub-processor.

7. TRANSFER OF PERSONAL DATA OUTSIDE THE EEA

7.1 Hosting of Client Data

The Services for Customers in the UK and Europe are hosted within the European Economic Area (EEA). For Customers Australia and New Zealand the Services are hosted in Australia. For Customers in South East Asia the Services are hosted in Singapore. For Customers in the United States of America the Services are hosted in the United States of America.

7.2 Transfer of Personal Data

Any transfer of Personal Data from the European Union, the EEA, and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Law and Regulations of such territories or countries, will occur subject to Your notification and under the appropriate transfer mechanisms, as made available and compliant with Data Protection Law and Regulations, subject to Article 6 above.

The Controller agrees that for Support Services purposes, support may be provided, when necessary, out of an Authorised Affiliate of 3radical. In case any permitted use of the Services by You or an Authorised Affiliate results in a transfer of Personal Data outside the European Union, the EEA, and their member states, Switzerland and the United Kingdom, You and such Affiliate shall comply with all Data Protection Law and Regulations applicable to transfers of Personal Data outside the European Union, the EEA, and their member states, Switzerland and the United Kingdom.

8. DATA SUBJECT'S RIGHTS

3radical will, to the extent possible, assist You by means of appropriate technical and organisational measures for the fulfilment of Your obligation to respond to requests from Data Subjects exercising their rights laid down in Chapter III of GDPR.

3radical will, to the extent legally permitted, promptly notify You if 3radical receives a request from a Data Subject to exercise the Data Subject's rights laid down in Chapter III of GDPR.

9. LIABILITY FOR BREACHES UNDER THIS DPA

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or in connection with this DPA, and all DPAs between Authorised Affiliates and 3radical, whether in contract or tort, shall be subject to the liability limitations set forth in the Agreement and any reference to a party's liability in the Agreement shall be deemed to be a reference to the aggregate liability of such party and all of its Affiliates.

10. TERM AND TERMINATION OF THIS DPA

10.1 This DPA will enter into effect upon its signing by both parties, or execution as part of an Order Form. This DPA will in any case terminate upon the termination of the Agreement.

10.2 At the request of You or upon the termination of the DPA (regardless of the reasons for such termination), 3radical will ensure that, at Your option:

- The Personal Data is made available to You or to a subsequent service provider in accordance with the Agreement entered into by the parties. Such request must be notified by You at the latest ten (10) working days prior to the effective date of termination or expiration of the Agreement. Processor will return to Client its data through FTPS or SFTP. All complaints relating to the return of the data must be notified to 3radical in writing within ten (10) working days of the return. The format in which such data will be returned will be in 3radical format or any other format that can be run on standard software.
- Destroy all of the Personal Data that has been provided to it, as well as all Personal Data it has Processed, in accordance with the recognised standards for data destruction.

10.3 After the termination of the DPA, 3radical will not retain any copies of the Personal Data, except for that relating to any agreed technical back-up procedures or to the extent legally required.

11. INFORMATION AND ASSISTANCE

3radical will provide You with the information and assistance necessary to allow You (as Controller) to:

- a. Notify Personal Data breaches with respect to Personal Data Processed as a consequence of the Services to competent national data protection authorities;
- b. Take the appropriate technical and organizational measures to ensure the security and safety of Your Personal Data;
- c. Undertake data protection impact assessments or seek prior consultation with the data protection authorities;
- d. Observe rights of Data Subjects according to article 8 of this DPA.

3radical reserves the right to charge a reasonable administrative fee which shall be proportional to the effort required to provide You with this information and assistance. Any such fee shall be communicated beforehand and shall not be set at a level which results in the fee working prohibitively with regard to 3radical's obligation to comply with the commitments in the first paragraph of this Clause.

12. MISCELLANEOUS

12.1 Except as specifically set forth in this DPA, all terms of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the content of this DPA and the Agreement, this DPA shall prevail.

12.2 None of the provisions of this DPA should prevent any party to be compliant with any applicable law or regulation. In the event of any conflict, the relevant provision of this DPA shall not be applied.

12.3 Working days or calendar days in this DPA will be calculated according to the applicable law of the Agreement.

Executed on behalf of 3radical	Executed on behalf of You
Signature:	Signature:
Name:	Name:
Date:	Date:
	Company Name:
	Company Address:

Schedule 1 – 3radical Affiliates

3radical Limited
Deskclodge House
Redcliffe Way
Bristol
BS1 6EA

3radical Pte Limited
51 Goldhill Plaza
#07-10/11
Singapore 308900

3radical Pty Limited
T53
2A Defries Avenue
Zetland
NSW 2017
Australia

3radical Inc
564 W. Randolph Street
2nd Floor
Chicago
Illinois 60661
USA

Schedule 2 – Details of Processing

The Controller shall decide, in its sole discretion, what Personal Data is transferred to and stored on the Services.

While the Controller decides what data to submit, it typically may concern:

The following Data Subjects:

- prospects, clients, business partners; clients users.

The following Personal Data:

- Contact information including first name, last name, e-mail address;
- Information that You or prospect has entered in a form;
- Other information relevant to Your surveys and/or offers;
- Behavioural and navigation data, such as what content is viewed and interacted with, in what order and at which time.

As part of the Services under the Agreement, 3radical will provide the You with access to and usage of the Services for the purpose of creating and executing interactive digital experiences to engage both anonymous and identified consumers via a range of digital channels.

The Processor merely provides services, usage concepts, data storage space and interfaces. The definition of the Services is described in the Agreement entered into between the Processor and the Controller.

The group of 3radical's employees who may have access to Personal Data to perform the Services under the Agreement are:

- SaaS Operation team who maintain and setup the SaaS webservers, databases and encrypted FTP;
- Solution Services team and Development team who install, customize and setup the Services;
- Support and development team members who provide support following Controller's request and tickets;
- Professional services team members who may configure or consult on the use of the Services by the You, or use the Services on Your behalf

Schedule 3 – List of subcontractors that may access the data

3radical Platform Host: Amazon Web Services Inc

3radical Affiliates