

DATA TRANSFER ADDENDUM TO AUDIOGO TERMS AND CONDITIONS

This DATA TRANSFER ADDENDUM (this “Addendum”) is entered into by and between AdsWizz Inc. (“AdsWizz”) and [CUSTOMER] (“Company”) and is effective as of the date of the last signature below (the “Effective Date”). This Addendum is incorporated into and forms part of the AudioGO Terms and Conditions between AdsWizz and Company (the “AudioGO Terms”). AdsWizz and Company are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. The Parties hereby agree as follows:

1. Subject matter of the Addendum

- 1.1 Pursuant to the AudioGO Terms (defined below), and to the extent applicable to Company’s use of AudioGO, the Parties may share or otherwise Process certain Personal Data/Personal Information in connection with the creation, management, targeting, delivery, measurement and reporting of Advertisements through AudioGO, including any applicable Publisher Data and Company Data described in this Addendum.
- 1.2 This Addendum outlines each Party’s respective obligations when Processing Personal Data/Personal Information, where applicable, pursuant to the AudioGO Terms. Any term in this Addendum regarding the Parties’ respective obligations under the CCPA applies only to the extent the CCPA applies to the relevant Personal Information Processed under the AudioGO Terms.
- 1.3 The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the AudioGO Terms or applicable Data Protection Laws.
- 1.4 Except as modified by this Addendum, the AudioGO Terms shall remain in full force and effect.

2. Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party. For the purposes of AdsWizz, “Affiliates” shall be construed solely as AdsWizz Affiliates.

“**AdsWizz Affiliates**” means AdsWizz’s wholly-owned subsidiaries.

“**Applicable Laws**” means the federal, national, international, state and provincial laws, rules and regulations applicable to the Parties in the performance of their respective duties and obligations under the AudioGO Terms, including applicable Data Protection Laws.

“**AudioGO Terms**” means the AdsWizz AudioGO Terms and Conditions governing Company’s access to and use of AudioGO, into which this Addendum is incorporated by reference.

“**Business**” is as defined in Data Protection Laws.

“**Business Purpose**” is as defined in Data Protection Laws.

“**California Consumer Privacy Act**” or “**CCPA**” means the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq., as amended by the California Privacy Rights Act and implementing regulations, in each case as amended from time to time.

“**Commission**” is as defined in the GDPR.

“**Company Data**” is as defined in Section 3(1).

“**Computer Malware**” means any (a) software, code, program, or sub-program designed to damage, halt, or interfere with the operation of the infected computer system, or the operation of the software, code, program, or sub-program itself; (b) device, method, or token that permits any person to circumvent the normal security of software or a data system; or (c) other parasitic program written intentionally to enter a computer program or network without the user’s permission or knowledge, that damages or is intended to damage, modify, or disrupt the operation of software or hardware.

“**Consumer**” is as defined in the CCPA or otherwise in applicable Data Protection Laws.

“**Controller**” is as defined in the GDPR.

“**Data Protection Laws**” means Applicable Laws governing privacy, data protection or the Processing of Personal Data/Personal Information, including, to the extent applicable, the CCPA and other applicable U.S. state privacy laws, Canadian privacy laws, and the GDPR.

“Data Subject” means an identified or identifiable natural person or consumer whose Personal Data/Personal Information is protected under applicable Data Protection Laws.

“**Data Subject Rights**” means the rights of Data Subjects identified in Data Protection Laws as applicable.

“**European Economic Area**” or “**EEA**” means the European Union’s member countries and Iceland, Liechtenstein and Norway.

“**GDPR**” means the General Data Protection Regulation no. 2016/679.

“**Member State**” is as defined in the GDPR.

“**Personal Data**” is as defined in the GDPR. Personal Data also includes any definition in any Data Protection Law relating to personal identifying or identifiable information as applicable under such law, with the exception of CCPA.

“**Personal Data Breach**” is as defined in the GDPR.

“**Personal Information**” is as defined in the CCPA.

“**Processing**” is as defined in the GDPR, or otherwise in Data Protection Laws as applicable.

“**Processor**” is as defined in the GDPR.

“Publisher” means a publisher, audio network, station, website, mobile application or other property owner or representative that makes advertising inventory available through or in connection with AudioGO.

“**Publisher Data**” is as defined in Section 3(1).

“**Sell**” is as defined in the CCPA or otherwise in Data Protection Laws as applicable.

“**Service Provider**” is as defined in the CCPA.

“Services” means AudioGO and the related services and products provided by AdsWizz to Company under the AudioGO Terms, including campaign creation and management, creative services where applicable, ad delivery, targeting, measurement and reporting.

“Sub-Processor” means a third party appointed by a Processor to Process Personal Data/Personal Information on behalf of a Controller in connection with the Services. Where Company acts as a processor or sub-processor in relation to Publisher Data, references to Company’s Sub-Processors include any further sub-processors engaged by Company.

3. Relationship of the Parties

3.1 This Addendum governs, to the extent applicable to the Services: (i) Personal Information/Personal Data that AdsWizz makes available to Company at the direction of, or in connection with services provided to, a Publisher, including the data points described in Exhibit A (“Publisher Data”); and (ii) Personal Information/Personal Data that Company provides or makes available to AdsWizz, or instructs AdsWizz to Process, for purposes of providing the Services (“Company Data”). For clarity, the applicability of either data flow depends on the features used and the actual Processing undertaken in connection with AudioGO.

3.2 Each Party represents to the other Party, that when acting in its capacity as Controller in utilizing the Services: (i) the Party has collected all Personal Data/Personal Information in accordance with applicable Data Protection Laws; and (ii) the Party’s instructions to the other Party for Processing of Personal Data/Personal Information in accordance with this Addendum will not cause the other Party to violate applicable Data Protection Laws.

4. Processing Publisher Data

4.1 Purpose of Processing. To the extent AdsWizz makes Publisher Data available to Company in connection with AudioGO, Company shall Process such Publisher Data solely for the purposes expressly enabled by the Services, including campaign delivery, measurement, reporting or other purposes set forth in the AudioGO Terms, and only in accordance with: (i) the instructions in Exhibit A; (ii) any applicable Publisher instructions communicated by AdsWizz; and (iii) this Addendum, Data Protection Laws and the AudioGO Terms.

4.2 Instructions for Processing Publisher Data. Company shall Process Publisher Data in accordance with the instructions set forth in Exhibit A to this Addendum. If Company engages a Sub-Processor to Process Publisher Data on behalf of AdsWizz or a Publisher, Company shall enter into a written agreement with such Sub-Processor imposing data protection obligations no less protective than those applicable to Company under this Addendum. Company shall remain responsible for the performance of its Sub-Processors

with respect to such Processing and shall ensure that appropriate technical and organizational measures are maintained.

Company shall provide prior written notice of new or replacement Sub-Processors before such Sub-Processors begin Processing Publisher Data and shall provide a mechanism for AdsWizz to receive notices of updates to the applicable list, unless otherwise agreed in writing by the Parties.

- 4.3 Compliance and Right to Audit. Company shall reasonably assist AdsWizz in ensuring compliance with AdsWizz' obligations pursuant to Art. 32 – 36 GDPR, in particular with respect to the security of the Processing, data protection impact assessments and consultation of supervisory authorities. Upon written request, Company shall provide AdsWizz with the information required for the preparation of the list of Processing operations under GDPR. Upon AdsWizz's written request no less than thirty (30) days in advance, Company shall make available to AdsWizz any other information necessary to demonstrate compliance with the obligations set forth in this Addendum and GDPR as applicable. Company shall cooperate with an audit request from AdsWizz or Publisher, which may include an inspection conducted by AdsWizz or an independent third party no more frequently than once per calendar year.

5. Processing Company Data

- 5.1 Purpose of Processing. To the extent required and as instructed by Company, AdsWizz shall Process Company Data for the purpose of providing the Services under the AudioGO Terms, including account administration, campaign creation and management, creative generation where applicable, ad delivery, targeting, measurement, reporting, billing, customer support and related service operations.
- 5.2 Instructions for Processing. AdsWizz shall Process Company Data: (i) to provide and operate the Services; (ii) in a manner consistent with the Processing instructions and descriptions set forth in Exhibit A or other documented instructions provided by Company; and (iii) at all times in compliance with this Addendum and the AudioGO Terms. AdsWizz shall inform Company if, in AdsWizz's reasonable opinion, an instruction infringes applicable Data Protection Laws, unless prohibited from doing so by Applicable Laws.
- 5.3 Compliance and Right to Audit. AdsWizz shall reasonably assist Company in ensuring compliance with Company's obligations pursuant to Art. 32 – 36 GDPR, in particular with respect to the security of the Processing, data protection impact assessments and consultation of supervisory authorities. Upon written request, AdsWizz shall provide Company with the information required for the preparation of the list of Processing operations under GDPR. AdsWizz shall cooperate with an audit request from Company, which may include an inspection conducted by Company or an independent third party no more frequently than once per calendar year.
- 5.4 Any information or documentation disclosed or made available by a Party to the other Party under Section 4.3 or 5.3 shall be considered Confidential Information of the disclosing Party and subject to the confidentiality provisions in the AudioGO Terms or any other written agreement between the Parties.

6. Sub-Processors

The Parties agree that either Party may engage Sub-Processors where permitted by applicable Data Protection Laws, provided that each such Sub-Processor is bound by written data protection obligations appropriate to the Processing and no less protective than those required by applicable Data Protection Laws. AdsWizz's then-current corporate list of Sub-Processors may be identified in Exhibit B or made available upon request; only those Sub-Processors actually engaged in connection with AudioGO and the Processing covered by this Addendum shall be considered applicable to the Services.

7. Transfers of Personal Data

Processing of Personal Data/Personal Information for Services delivered through the AdsWizz platform may utilize cloud infrastructure and may involve access or Processing by AdsWizz Affiliates and authorized Sub-Processors in the jurisdictions identified in the applicable Sub-Processor information. To the extent Data Protection Laws governing cross-border transfers

apply, neither Party shall transfer Personal Data/Personal Information to a jurisdiction unless the transfer is made in compliance with applicable Data Protection Laws. Where the GDPR applies to a transfer of Personal Data to a country outside the EEA that is not otherwise covered by an adequacy decision or another valid transfer mechanism, the Standard Contractual Clauses adopted by Commission Implementing Decision (EU) 2021/914, as set out in Exhibit C, shall apply to the extent relevant to the Parties' roles and the applicable transfer.

Company hereby consents to transfers of Company Data to or from AdsWizz Affiliates and authorized Sub-Processors to the extent necessary to provide the Services, subject to compliance with this Addendum and applicable Data Protection Laws.

8. Security

8.1 **Security of Processing.** Each Party shall implement appropriate technical and organizational measures designed to protect Personal Data/Personal Information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data/Personal Information transmitted, stored or otherwise Processed, taking into account the nature, scope, context and purposes of the Processing and the risks to individuals. Upon reasonable written request, a Party shall provide information describing its relevant technical and organizational measures. Each Party shall ensure that personnel authorized to Process Personal Data/Personal Information are subject to appropriate confidentiality obligations.

8.2 Security Incidents. In the event that Company suffers a confirmed Personal Data Breach, it shall notify AdsWizz without undue delay upon Company becoming aware of the Personal Data Breach and in accordance with the timelines required by the applicable Data Protection Laws but no later than forty-eight (48) hours, and the Parties shall cooperate in good faith to mutually agree and act on the measures necessary to mitigate or remedy the effects of the Personal Data Breach.

8.3 Assistance. To the extent required by Data Protection Laws, each Party shall provide assistance to the other Party as necessary for the other Party to meet data security, data protection impact assessments, and prior consultation requirements in accordance with the Party's role in processing the Personal Data.

9. Data Retention and Deletion.

9.1 Deletion of Publisher Data. To the extent Company receives and retains Publisher Data under the Services, Company shall retain such Publisher Data only for so long as necessary for the permitted Processing purpose and, unless otherwise instructed by AdsWizz or required by Applicable Laws, for no longer than ninety (90) days following termination of the applicable Services involving such Publisher Data. Company shall thereafter securely delete the Publisher Data in its possession or control.

9.2 Data Retention Required by Law. Each Party may retain Personal Data/Personal Information to the extent required by Applicable Laws for such period of time required by Applicable Laws; provided, however, that each Party ensures the confidentiality of all such Personal Data/Personal Information and that such Personal Data/ Personal Information is only Processed as is necessary for the purpose(s) specified in the Applicable Laws requiring the storage of Personal Data/Personal Information and for no other purpose.

10. Data Subject Rights

10.1 AdsWizz shall: (i) promptly notify Company if AdsWizz or its Sub-Processor receives a Data Subject Rights request in relation to Company Data; and (ii) shall ensure that neither AdsWizz nor its Sub-Processors responds directly to the Data Subject on such Data Subject request, other than upon written instructions from Company or as required by Applicable Laws. Where Applicable Laws require such response, AdsWizz shall, to the extent permitted by law, inform Company of such AdsWizz or AdsWizz's Sub-Processors' obligation before responding to any request.

10.2 Company shall: (i) promptly notify AdsWizz if Company or its Sub-Processor receives a Data Subject Rights request in relation to Publisher Data; and (ii) shall ensure that neither Company nor its Sub-Processors responds directly to the Data Subject on such Data Subject request, other than upon written instructions from AdsWizz or Publisher, or as required by Applicable Laws. Where Applicable Laws require such response, Company shall, to the extent permitted by law, inform AdsWizz of Company's obligation before responding to any request.

11. Miscellaneous

- 11.1. Conflicts. In the event of any conflict between this Addendum and the AudioGO Terms, this Addendum shall govern solely with respect to the Processing of Personal Data/Personal Information. In the event of a conflict between this Addendum and the Standard Contractual Clauses in Exhibit C with respect to a transfer governed by those Clauses, the Standard Contractual Clauses shall prevail.
- 11.2. Changes in Data Protection Laws. AdsWizz may notify Company in writing from time to time of any amendments to this Addendum resulting from a change in Data Protection Laws, including, without limitation, to the generality of the foregoing, any variations which are: (i) required as a result of any changes to Data Protection Laws following the exit of the UK from the EU; or (ii) required to take account of any new data transfer mechanisms. Any such amendments shall take effect thirty (30) calendar days after written notice is sent by AdsWizz.
- 11.3. Governing Law. Except to the extent the Standard Contractual Clauses in Exhibit C require otherwise, this Addendum and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws governing the AudioGO Terms, currently the laws of the State of California, without regard to conflict-of-laws principles.
- 11.4. Severability. If any provision, or portion thereof, of this Addendum is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality, or enforceability of the remaining provisions of this Addendum, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct and amended as necessary to ensure its validity and enforceability, while preserving the intentions of the Parties as closely as possible.
- 11.5. Integration. This Addendum constitutes the entire understanding between AdsWizz and Company relating to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to the subject matter of this Addendum.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives:

ADSWIZZ INC.

[COMPANY]

By: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

EXHIBIT A – Data Processing Instructions for Company

These Data Processing Instructions describe the Processing activities that may be carried out in connection with AudioGO. The Processing categories below apply only to the extent the relevant data is actually Processed for the features used by Company.

A. Publisher Data - Processing by Company (to the extent applicable)

Where AdsWizz makes Publisher Data available to Company in connection with AudioGO, such data may include pseudonymous advertising and ad-delivery information reasonably necessary for the relevant campaign, measurement or reporting purpose, including, where applicable:

- IP address or IP-derived coarse location;
- device operating system, language and device type / user agent;
- AdsWizz pseudonymous identifiers such as OAID, OAGEO, session identifiers or Listener ID, where applicable;
- user-resettable advertising identifiers (for example IDFA, AAID or other MAID), where applicable;
- non-precise geolocation and contextual information associated with the advertising opportunity; and
- campaign delivery, impression, conversion, attribution or measurement information, to the extent made available through the Services.

Company shall not Sell Publisher Data or retain, use or disclose Publisher Data for any purpose other than the purpose permitted under this Addendum, the AudioGO Terms and documented instructions provided by AdsWizz.

B. Company Data - Processing by AdsWizz

Depending on the AudioGO features used by Company, Company Data may include:

- account and business contact information, including name, business email address, organization and account credentials or identifiers;
- campaign information, including campaign name, budget, schedule, targeting criteria, geographic selections, device/time-of-day settings and other campaign configuration;
- advertising creative and related materials uploaded or submitted by Company;
- billing and transaction-related information necessary to administer the Services;
- customer support, communications and service administration information; and
- campaign delivery, performance, measurement and reporting information generated through use of the Services.

C. Synthetic Voice and Creative Generation (where enabled)

Where Company uses AudioGO Synthetic Voice or related creative-generation functionality, AdsWizz may Process advertising scripts, text inputs, creative instructions, selected voice and related configuration, generated audio advertisements, preview and revision information, and dynamic creative variables such as location, offer or audience-related parameters for the purpose of generating, previewing, revising, storing and delivering audio advertising creative.

Company shall not include Personal Data/Personal Information in free-text scripts, creative instructions or other Synthetic Voice inputs unless such information is necessary for the applicable advertising creative and Company has all rights, notices, consents and lawful bases required under Applicable Laws to provide and use that information.

D. Prohibited Categories / Sensitive Data

Unless expressly agreed in writing and supported by an appropriate lawful basis, the Services are not intended for Company to provide special categories of personal data or sensitive personal information, including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data used for unique identification, health data, or data concerning a person's sex life or sexual orientation. Company shall not use targeting parameters or creative inputs to unlawfully infer or Process such sensitive characteristics.

E. Duration and Retention

Processing shall continue for the term of the AudioGO Terms and for such additional period as is reasonably necessary to provide the Services, comply with documented retention requirements, resolve disputes, enforce agreements, or comply with Applicable Laws. Specific Publisher Data retention is subject to Section 9 of this Addendum.

EXHIBIT B - Authorized Sub-Processors

AdsWizz maintains a corporate list of authorized Sub-Processors. The list is incorporated into

this Addendum by reference solely to the extent a listed Sub-Processor is actually engaged in connection with AudioGO and Processes Personal Data/Personal Information covered by this Addendum. Current list: [INSERT GOOGLE LINK TO ADSWIZZ SUB-PROCESSOR LIST].

Sub-Processor / List	Country	Processing Activity	Transfer Mechanism
AdsWizz corporate Sub-Processor list (incorporated by reference)	Various	Services supporting AudioGO, only to the extent a listed entity actually Processes data for AudioGO.	As applicable under Data Protection Laws; Exhibit C applies to qualifying GDPR restricted transfers.
AdsWizz Affiliates used for AudioGO, if any	Various	Intra-group engineering, operations, support or administration, only where actually used for AudioGO.	As applicable under Data Protection Laws.
Other authorized Sub-Processors notified under Section 6	Various	Processing necessary to provide the AudioGO Services.	As applicable under Data Protection Laws.

EXHIBIT C - EU STANDARD CONTRACTUAL CLAUSES (MODULE TWO: CONTROLLER TO PROCESSOR)

Commission Implementing Decision (EU) 2021/914 of 4 June 2021 - Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679

Application. These Clauses apply only to the extent a transfer of Personal Data under this Addendum is subject to Chapter V of the GDPR, is not otherwise covered by an adequacy decision or another valid transfer mechanism, and the relevant transfer is from a controller (data exporter) to a processor (data importer). For purposes of Clause 9, Option 2 (general written authorisation) applies with thirty (30) days' prior notice. The optional language in Clause 11(a) does not apply. For Clause 17, Irish law applies. For Clause 18, the courts of Ireland are selected. The operative text of Module Two follows in full.

SECTION I

Clause 1 - Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation) for the transfer of personal data to a third country.

(b) The Parties: (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter "entity/ies") transferring the personal data, as listed in Annex I.A (hereinafter each "data exporter"), and (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each "data importer"), have agreed to these standard contractual clauses (hereinafter: "Clauses").

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2 - Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3 - Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions: (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7; (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e); (iii) Clause 9(a), (c), (d) and (e); (iv) Clause 12(a), (d) and (f); (v) Clause 13; (vi) Clause 15.1(c), (d) and (e); (vii) Clause 16(e); (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4 - Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5 - Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6 - Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 - Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II - OBLIGATIONS OF THE PARTIES

Clause 8 - Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter "personal data breach"). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular

checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter "sensitive data"), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (in the same country as the data importer or in another third country, hereinafter "onward transfer") if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if: (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer; (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 of Regulation (EU) 2016/679 with respect to the processing in question; (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person. Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9 - Use of sub-processors

(a) The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least thirty (30) days in advance, thereby giving the

data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby - in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent - the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10 - Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11 - Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to: (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13; (ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12 - Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes

the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13 - Supervision

(a) [Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority. [Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority. [Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III - LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14 - Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements: (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred; (ii) the laws and practices of the third country of destination - including those requiring the disclosure of data to public authorities or authorising access by such authorities - relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards; (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and

agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15 - Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it: (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV - FINAL PROVISIONS

Clause 16 - Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where: (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension; (ii) the data importer is in substantial or persistent breach of these Clauses; or (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses. In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 - Governing law

These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.

Clause 18 - Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of Ireland.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

APPENDIX TO THE STANDARD CONTRACTUAL CLAUSES

ANNEX I

A. LIST OF PARTIES

Data exporter(s): The Company or other entity identified in the applicable AudioGO agreement/order that acts as controller and transfers Personal Data subject to the GDPR to AdsWizz Inc. as processor. Name, address, contact details and signature: as set out in the applicable Agreement, Order or signature block. Activities relevant to the data transferred: use of AudioGO and the Processing described in Exhibit A. Role: Controller.

Data importer(s): AdsWizz Inc. Address: 487A S El Camino Real, San Mateo, CA 94402, United States, or such updated corporate address as notified in accordance with the AudioGO Terms. Contact: privacy@adswizz.com. Activities relevant to the data transferred: provision and operation of AudioGO and related Processing described in Exhibit A. Role: Processor.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Company personnel and authorized users; advertisers and business contacts; and, to the extent applicable to the Services, listeners/end users associated with advertising delivery, measurement or reporting data.

Categories of personal data transferred: Company Data described in Exhibit A, which may include business contact/account information, campaign information, creative

materials, service communications, campaign delivery/performance data and, where enabled, Synthetic Voice inputs and related creative-generation data. Where applicable, pseudonymous advertising identifiers or ad-delivery data may also be Processed as described in Exhibit A.

Sensitive data transferred: The Services are not intended for sensitive data. Sensitive data may be Processed only if expressly agreed and supported by an appropriate lawful basis and safeguards. Company is instructed not to submit sensitive data in Synthetic Voice or other free-text inputs unless expressly necessary and lawful.

Frequency of transfer: Continuous or intermittent for the duration of the Services, depending on Company's use of AudioGO and the applicable features.

Nature of the processing: Collection, receipt, organization, hosting, storage, retrieval, consultation, use, transmission, disclosure to authorized Sub-Processors, generation of advertising creative where applicable, ad delivery, measurement, reporting, support, deletion and other Processing necessary to provide the Services.

Purpose(s) of the data transfer and further processing: Provision, operation, security and support of AudioGO; account administration; campaign creation and management; creative generation; targeting; ad delivery; measurement; attribution; reporting; billing; troubleshooting; and compliance with Applicable Laws, in each case as applicable to the Services used by Company.

Retention: As described in Section 9 and Exhibit A, or otherwise for the period necessary to provide the Services and comply with Applicable Laws and documented retention requirements.

For transfers to (sub-)processors: subject matter, nature and duration are as described above and in Exhibit A; Sub-Processors are limited to those actually engaged for AudioGO as described in Exhibit B.

C. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority determined in accordance with Clause 13. Where a specific supervisory authority must be identified for execution of these Clauses, the Parties shall complete this section based on the establishment or GDPR representative of the applicable data exporter and the circumstances of the transfer.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES

AdsWizz shall maintain appropriate technical and organisational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the nature, scope, context and purposes of the Processing and the risks to individuals. The applicable AdsWizz Technical and Organizational Security Measures ("TOMs"), as made available to Company or incorporated into the Agreement, are incorporated into this Annex II by reference. Such measures include, as applicable, access controls, authentication, encryption in transit and at rest, logging and monitoring, vulnerability management, secure development practices, incident response, business continuity and disaster recovery, personnel confidentiality and security governance. Upon reasonable request, AdsWizz shall make its then-current TOMs available subject to appropriate confidentiality restrictions.

Measures by which the data importer will assist the data exporter with data subject requests: AdsWizz will provide reasonable technical and organisational assistance in accordance with Section 10 of this Addendum and the nature of the Processing.

ANNEX III - LIST OF SUB-PROCESSORS

The Sub-Processors authorised for purposes of these Clauses are the Sub-Processors identified in Exhibit B and the incorporated AdsWizz corporate Sub-Processor list, but only to the extent each such Sub-Processor is actually engaged in connection with AudioGO and Processes Personal Data covered by these Clauses. The list shall include, as applicable, the name, address/country and description of the Processing performed by the Sub-Processor.