

SOCIAL SENTINEL, INC.

DATA PRIVACY ADDENDUM TO GENERAL TERMS OF USE FOR ALL PRODUCTS

This Data Privacy Addendum (this “Addendum”) is made by and between Social Sentinel, Inc. (“Social Sentinel”) and the Client identified on the applicable Order Form. This Addendum supplements and amends the General Terms. In the event of any conflict between the terms of this Addendum and the General Terms, the terms of this Addendum control. This Addendum, together with the General Terms, Order Form, and any other applicable addendum, are referred to herein as the “Agreement.” Capitalized terms used but not defined herein shall have the respective meanings given to them elsewhere in the Agreement, as applicable.

1. Definitions and Interpretation. For the purposes of this Addendum:

1.1. “Business Purpose” means the Products described in the Agreement, or any other purpose specifically identified in any Addendum.

1.2. “Data Privacy Requirements” means applicable federal and state laws and regulations relating to the processing, protection, or privacy of Personal Information, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction.

1.3. “Personal Information” means any information Social Sentinel processes for the Client that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in Social Sentinel's possession or control or that Social Sentinel is likely to have access to, or (b) the relevant Data Privacy Requirements otherwise define as protected personal information.

1.4. “Processing, processes, or process” means any activity that involves the use of Personal Information or that the relevant Data Privacy Requirements may otherwise include in the definition of processing, processes, or process. It includes obtaining, recording, or holding the data, or carrying out any operation or set of operations on the data including, but not limited to, organizing, amending, retrieving, using, disclosing, erasing, or destroying it. Processing also includes transferring Personal Information to third parties.

1.5. “Security Breach” means the loss of or unauthorized access, disclosure, or acquisition of Personal Information that rises to the level of a security breach under the Data Privacy Requirements.

2. Purpose of Addendum. Client and Social Sentinel entered into an Agreement that may require Social Sentinel to process Personal Information provided by or collected for the Client. The purpose of this Addendum is to set out certain additional terms, requirements, and conditions under which Social Sentinel may obtain, handle, process, disclose, transfer, or store Personal Information when providing Products under the Agreement.

3. Personal Information Ownership and General Compliance. Personal Information is the property of Client and shall remain in the Client's control throughout the duration of the Agreement. The Client remains responsible for its compliance obligations under the applicable Data Privacy Requirements, including providing any required notices and obtaining any required consents, and for the processing instructions it gives to Social Sentinel.

4. Social Sentinel's General Obligations Regarding Personal Information.

4.1. Social Sentinel will process the Personal Information only to the extent, and in such a manner, as is necessary for the Business Purposes. Social Sentinel will maintain the confidentiality of all Personal Information and will not disclose Personal Information to third parties unless the Client or this Addendum specifically authorizes the disclosure, or as required by law. In that regard, Social Sentinel may provide the Personal Information to any law enforcement agency or other organization that works with law enforcement should Social Sentinel deem it necessary in its sole discretion. Social Sentinel also may disclose the Personal Information

pursuant to a duly authorized subpoena, court order, law, or government authority, whereupon Social Sentinel shall, if legally permissible, provide written notice to Client prior to such disclosure, so that Client may seek a protective order or other appropriate remedy. In the event that a protective order or other appropriate remedy is not obtained, Social Sentinel agrees to disclose only that portion of the Personal Information that is required.

4.2. At the Client's request, Social Sentinel will give the Client a copy of or access to all or part of the Client's Personal Information in its possession or control in the format and on the media reasonably agreed to by the Parties. Social Sentinel will in a timely manner comply with any Client request or instruction requiring Social Sentinel to amend, transfer, or delete Personal Information, or to stop, mitigate, or remedy any unauthorized processing.

4.3. Notwithstanding anything to the contrary in the Agreement, Social Sentinel may de-identify and aggregate any Personal Information and use such anonymous information in perpetuity for any reasonable business purpose. Once Personal Information is de-identified, it is no longer "Personal Information" under the terms of this Addendum.

5. Social Sentinel's Employees

5.1. Social Sentinel will limit Personal Information access to (i) those employees who require Personal Information access to meet Social Sentinel's obligations under the Agreement; and (ii) the part or parts of the Personal Information that those employees require for the performance of their duties.

5.2. Social Sentinel will (i) inform employees of the Personal Information's confidential nature and use restrictions; and (ii) make them aware both of Social Sentinel's duties and their personal duties and obligations under this Addendum.

6. Security. Social Sentinel will implement and shall use administrative, electronic, technical, and physical safeguards and procedures designed to protect the security, confidentiality, and integrity of, to prevent unauthorized access to or use of, and to ensure the proper disposal of the Personal Information.

7. Security Breaches. Social Sentinel will promptly notify the Client of any Security Breach.

8. Contractors. Any contractors will have agreements with Social Sentinel that are materially similar to the provisions herein. Social Sentinel remains liable to the Client for the contractor's performance of its obligations under the Agreement.

9. Personal Information Return and Destruction. Upon termination of the Agreement (or on the timeframe otherwise set forth in the Agreement), Social Sentinel will properly dispose of Personal Information by secure means to help ensure that it is protected from unauthorized access or use, and Social Sentinel will make commercially reasonable efforts to delete such Personal Information in a timely manner. Notwithstanding, Social Sentinel may retain one copy that it may retain and use for audit purposes only.

10. Representations, Warranties and Disclaimers. In addition to, and without limiting, any disclaimers outlined elsewhere in the Agreement, Client acknowledges that it is solely responsible for obtaining any consents or rights required to provide the Personal Information to Social Sentinel and for Social Sentinel to use the Personal Information as outlined in the Agreement, and for setting any privacy expectations related to the individuals whose Personal Information is being provided and used. In that regard, in addition to any other representations, warranties, and disclaimers elsewhere in the Agreement, Client represents and warrants that it has all the necessary rights, licenses, permissions, and authority to provide and license the Personal Information to Social Sentinel for the purposes and subject to the terms and conditions set forth in this Agreement, and that Social Sentinel's expected use of the Personal Information for the Business Purpose and as specifically instructed by the Client will comply with all Data Privacy Requirements.

11. **Indemnity.** In addition to, and without limiting, any other rights or remedies contained elsewhere in the Agreement, Client shall defend and indemnify Social Sentinel and its officers, directors, employees, and stockholders from and against any third party claims, suits, judgments, proceedings, losses, liabilities, costs and expenses (including reasonable attorneys' fees and other reasonable costs and expenses related thereto) to the extent they arise out of or relate to Client's breach of Section 10.

12. **Term and Termination.** The obligations relating to Personal Information outlined in this Addendum will remain in full force and effect so long as Social Sentinel retains any Personal Information related to the Agreement in its possession or control. Any other provisions of this Addendum that expressly or by implication should come into or continue in force on or after termination of the Agreement (or any applicable Addendum) will remain in full force and effect, including, but not limited to Sections 10, 11, and this Section 12.

13. **CCPA.** Pursuant to the California Consumer Privacy Act of 2018 (Cal. Civ. Code §1798.100 *et seq.*) (the "CCPA"), the following provisions apply regarding the personal information of any consumers, with the terms in this Section 13 having the meanings provided in the CCPA except that capitalized terms not otherwise defined in the CCPA have the meaning provided in the Agreement:

13.1. Social Sentinel will not retain, use, or disclose the personal information for any purpose other than for the specific purpose of providing the Products specified in the Agreement or as otherwise permitted under the CCPA, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the Products specified in the Agreement.

13.2. If Client is a business under the CCPA, receives a verifiable consumer request to delete a consumer's personal information pursuant to CCPA §1798.105(a), and directs Social Sentinel to delete the consumer's personal information pursuant to that request, Social Sentinel will delete the consumer's personal information from Social Sentinel's records, provided that Social Sentinel shall not be required to delete the consumer's personal information as provided in CCPA §1798.105(d).

13.3. Client represents and warrants that it has provided notice to consumers that information is being used or shared consistent with CCPA §1798.135.

13.4. In the event that Social Sentinel as a service provider for Client receives a request to delete directly from a consumer, Social Sentinel will direct the consumer to contact Client directly, and notwithstanding an other provision in the Agreement, Client agrees that Social Sentinel may provide Client's identity and contact information to the consumer for such purpose.

[End of Addendum]

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