

This Data Protection Addendum ("**Addendum**") forms part of the agreement ("**Principal Agreement**") between: (i) ironSource Neon Ltd. ("**ironSource**") which owns and operates an ad server and a platform named StreamRail ("**StreamRail**"); and (ii) the entity and/or person specified in StreamRail's dashboard ("**Partner**").

RECITALS:

- (A) 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 Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.
- (B) In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement. Except where the context requires otherwise, references in this Addendum to the Principal Agreement are to the Principal Agreement as amended by, and including, this Addendum.
- (C) Partner and ironsource have entered into a Principal Agreement pursuant to which ironsource will provide certain Services to publisher. Ironsource's liability for this Addendum is limited to the period of the validity of the Principal Agreement, i.e. the period during which ironsource is contracted by Partner for the provision of the services.
- (D) To the extent that the provision of such services involves the processing of Partner Personal Data, the parties have agreed to enter into this Addendum for the purposes of ensuring compliance with the applicable data protection legislation.

1. **Definitions**

- 1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:
 - 1.1.1 "**Applicable Laws**" means European Union or Member State laws with respect to any Partner Personal Data in respect of which Partner is subject to EU Data Protection Laws;
 - 1.1.2 "**Partner Personal Data**" means any Personal Data Processed by a Contracted Processor on behalf of Partner for the performance of the Principal Agreement;
 - 1.1.3 "**Contracted Processor**" means StreamRail or a Subprocessor;
 - 1.1.4 "**EEA**" means the European Economic Area;
 - 1.1.5 "**EU Data Protection Laws**" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
 - 1.1.6 "**GDPR**" means EU General Data Protection Regulation 2016/679;

- 1.1.7 **"Restricted Transfer"** means a transfer of Partner Personal Data to StreamRail, where such transfer would be prohibited by Applicable Laws in the absence of the Standard Contractual Clauses.
- 1.1.8 **"Services"** means the services and other activities to be supplied to or carried out by or on behalf of StreamRail for Partner pursuant to the Principal Agreement;
- 1.1.9 **"Standard Contractual Clauses"** means the agreements executed by and between StreamRail and Partner and attached hereto as Schedule 3 and Schedule 4 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection and the European Commission's decision (C(2001)1539) of 15 June 2001 on Standard Contractual Clauses for the transfer of personal data to third countries, under Directive 95/49/EC respectively;
- 1.1.10 **"Subprocessor"** means any person (excluding an employee of StreamRail or any of its sub-contractors) appointed by or on behalf of StreamRail to Process Personal Data on behalf of Partner for the performance of the Principal Agreement; and
- 1.1.11 **"StreamRail Affiliate"** means an entity that owns or controls, is owned or controlled by or is or under common control or ownership with ironSource Neon Ltd., where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.2 The terms, **"Commission"**, **"Controller"**, **"Data Subject"**, **"Member State"**, **"Personal Data"**, **"Personal Data Breach"**, **"Processing"** and **"Supervisory Authority"** shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.
- 1.3 The word **"include"** shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.
- 2. Processing of Partner Personal Data**
- 2.1 In the event that Partner asks its users for consent for any Processing, Partner shall notify StreamRail at least 30 days prior to requesting such consent, and shall cooperate with StreamRail with respect to the mechanism of notifying StreamRail about such consent, and/or withdrawal of such consent. Partner represents and warrants that such consent shall comply with all Applicable Laws, and that StreamRail's reliance on such consent shall not cause StreamRail to be in violation of any Applicable Laws.
- 2.2 This addendum shall apply only (i) to the extent that the Applicable Laws apply to the processing of Partner Personal Data; and (ii) to the Processor Services for which the parties agreed to this Addendum.
- 2.3 StreamRail shall not, when acting as a Processor of Partner, Process Partner Personal Data other than on the Partner's documented instructions unless Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case StreamRail shall, to the extent permitted by Applicable Laws and commercially practicable,

inform the Partner of that legal requirement before the relevant Processing of that Personal Data.

2.4 Each Partner:

2.4.1 shall comply with all Applicable Laws in the Processing of Partner Personal Data;

2.4.2 instructs StreamRail (and authorises StreamRail to instruct each Subprocessor) to:

2.4.2.1 Process Partner Personal Data; and

2.4.2.2 in particular, transfer Partner Personal Data to any country or territory,

as reasonably necessary for the provision of the Services and consistent with the Principal Agreement; and

2.5 Annex 1 to this Addendum sets out certain information regarding the Contracted Processors' Processing of the Partner Personal Data as required by article 28(3) of the GDPR. Nothing in Annex 1 confers any right or imposes any obligation on any party to this Addendum.

3. StreamRail Personnel

StreamRail shall take reasonable steps to ensure that access to the Partner Personal Data is limited to those individuals who need to know / access the relevant Partner Personal Data, as necessary for the purposes of the Principal Agreement, and that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. Security

4.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, StreamRail shall in relation to the Partner Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

4.2 In assessing the appropriate level of security, StreamRail shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5. Subprocessing

5.1 The Partner generally authorises StreamRail to appoint (and permit each Subprocessor appointed in accordance with this Section 5 to appoint) Subprocessors. Partner specifically authorises the engagement of StreamRail's Affiliates as Subprocessors.

5.2 StreamRail may continue to use those Subprocessors already engaged by StreamRail as at the date of this Addendum: Amazon Web Services, Inc. and Google Cloud Platform, as operated by Google LLC (formerly known as Google Inc.), Google Ireland Limited, Google Asia Pacific Pte. Ltd., or any other entity that directly or indirectly controls, is controlled by, or is under common control with Google LLC.

- 5.3 StreamRail shall give Partner prior written notice of the appointment of any new Subprocessor through a notice available at StreamRails dashboard, including full details of the Processing to be undertaken by the Subprocessor. If, within 7 days of provision of that notice, Partner notifies StreamRail in writing of any objections (on reasonable grounds) to the proposed appointment, and StreamRail does not undertake to perform reasonable steps to address such objections raised by Partner, Partner, as its sole and exclusive remedy, may terminate the portion of any Principal Agreement relating to the Services that cannot be reasonably provided without the objected-to new Sub-processor by providing 30 days' written notice to StreamRail:
- 5.4 With respect to each Subprocessor, StreamRail shall ensure that the arrangement between on the one hand (a) StreamRail, or (b) the relevant Subprocessor; and on the other hand the Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Partner Personal Data as those set out in article 28(3) of the GDPR;
- 5.5 StreamRail shall be liable for the acts and omissions of its Subprocessors to the same extent it would be liable if performing the Services of each Subprocessor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.

6. **Data Subject Rights**

- 6.1 Without derogating from Section 9 below, and taking into account the nature of the Processing, StreamRail shall assist Partner by implementing appropriate technical and organisational measures, insofar as this is commercially and technically possible, for the fulfilment of Partner's obligations, to respond to requests to exercise Data Subject rights under Applicable Laws. StreamRail may require Partner to cover the costs of such assistance in the event that such assistance may interfere with the normal operation of StreamRail and/or create an unreasonable burden on StreamRail, and/or require StreamRail to make material changes to its products and services, subject to StreamRail's sole discretion.
- 6.2 StreamRail shall:
- 6.2.1 promptly notify Partner if any Contracted Processor receives a request from a Data Subject under any Data Protection Law in respect of Partner Personal Data; and
- 6.2.2 not, and shall take reasonable efforts to ensure that any Subprocessor does not respond to that request except on the documented instructions of Partner, or as required by Applicable Laws to which the Contracted Processor is subject.

7. **Personal Data Breach**

- 7.1 StreamRail shall notify Partner without undue delay upon StreamRail becoming aware of a Personal Data Breach affecting Partner Personal Data, providing Partner with sufficient information to allow each Partner to meet any obligations to report or inform Data Subjects of the Personal Data Breach under Applicable Laws. Partner agrees that an unsuccessful security incident will not be subject to this Section, if it results in no unauthorized access to Partner Personal Data or to any of Contracted Processors' equipment or facilities containing Partner Personal Data, and may include, without limitation, pings and other broadcast attacks on

firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, or similar incidents.

- 7.2 Partner is solely responsible for providing in advance an email to which notifications regarding Personal Data Breach should be sent, and ensuring that such email address is current and valid. The default email address for the purpose of sending notification under this Section shall be the email address specified in the Partner dashboard made available by StreamRail at the time of the notification.
- 7.3 StreamRail shall co-operate with Partner and take such reasonable commercial steps to assist in the investigation, mitigation and remediation of each such Personal Data Breach.
- 7.4 Partner shall use the Services in an appropriate manner, taking into account the level of security necessary for securing the Partner Personal Data.

8. **Data Protection Impact Assessment and Prior Consultation**

StreamRail shall provide reasonable assistance, as commercially and technically feasible, and at Partner's expense, to Partner with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Partner reasonably considers to be required by article 35 or 36 of the GDPR, in each case solely in relation to Processing of Partner Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors, and in accordance with StreamRail's standard practices.

9. **Deletion of Partner Personal Data**

- 9.1 During the term of the Principal Agreement, taking into account the nature of the Processing, StreamRail shall make reasonable efforts to comply with any reasonable request from Partner to delete information of a user of the Partner, insofar as this is possible, unless the GDPR and/or any other applicable law requires storage of the Partner Personal Data, and subject to Section 9.3 below. StreamRail shall delete only Partner Personal Data associated with the Processing on behalf of the Partner, and based only on the advertising id (or other key requested by StreamRail, at its sole discretion). StreamRail may require Partner to cover the costs of such assistance in the event that such assistance may interfere with the normal operation of StreamRail and/or create an unreasonable burden on StreamRail, and/or require StreamRail to make material changes to its products and services, subject to StreamRail's sole discretion
- 9.2 Subject to sections 9.2 and 9.3 StreamRail shall promptly and in any event within 180 days of the date of cessation of any Services involving the Processing of Partner Personal Data (the "**Cessation Date**"), delete and procure the deletion of all copies of those Partner Personal Data Processed for the performance of the Services, insofar as this is possible taking into account the nature and functionality of the Services.
- 9.3 Each Contracted Processor may retain a copy of Partner Personal Data for the purpose of the establishment, exercise or defence of legal claims, including without limitation, detection and prevention of fraudulent activities.

9.4 If requested by Partner, StreamRail shall provide written approval to Partner that it has complied with this section 9 within 90 days of the Cessation Date.

10. **Audit rights**

10.1 To the extent that the GDPR requires Partner to be in a position to monitor StreamRail's Processing of Partner Personal Data adequately, Partner, as the Controller, will have the right to request StreamRail, when acting as a Processor, for an audit, no more than once per year, through a mutually agreed, reputable, and independent third party solely for the purposes of, and as absolutely necessary for, meeting its audit requirements pursuant to Article 28, Section 3(h) of the GDPR, and solely those systems and documents directly related to such purpose.

In the event that Partner wishes to audit StreamRail under this Section, it must send a detailed audit request specifying the reasonable start date, scope and duration of, and security and confidentiality controls applicable to, any such audit, at least four (4) weeks in advance of the proposed audit date. Audit requests must be sent in a written form to the designated contact person in StreamRail responsible for communications with the Partner (or, if no such contact person, to StreamRail's support email as specified in the Partner dashboard made available by StreamRail), with a copy to the following email address: legal@ironsrc.com. The auditor must execute a written confidentiality agreement acceptable to StreamRail prior to conducting the audit. The audit shall be conducted during regular business hours, subject to StreamRail's policies, and may not unreasonably interfere with StreamRail's business activities. Any audits are at Partner's sole expense. Nothing in this Section will require StreamRail either to disclose to Partner or any auditor, or otherwise to allow Partner or any auditor to access any data of any other third party, any internal financial information, any trade secret, or any data which is requested, as reasonably determined by StreamRail, not in a good faith, resulting in an interference with StreamRail's business, and/or for purposes other than conducting an audit in accordance with the terms of this section. Notwithstanding the foregoing, StreamRail may, at its option, provide Partner with a copy of its most recent third-party audits or certifications by an independent, third-party auditor, as applicable, or any summaries thereof in order to fulfil the foregoing audit rights. In such event, Partner shall not have a right to request an additional audit. Any results and/or findings of the audit, and/or any third party certifications or audits shall be StreamRail's confidential information, and Partner will keep the audit results in strict confidentiality, and shall not disclose them to any third party, without StreamRail's prior explicit written approval. If Partner is required to disclose the audit results to a competent authority, Partner shall provide StreamRail with a prior written notice, explaining the details and necessity of the disclosure and further provide all necessary assistance to prevent such disclosure, and in the event that such disclosures occurs despite Partner's best efforts to prevent such disclosure, Partner will disclose only the portion of the results of the audit that is explicitly requested to be disclosed.

11. **Restricted Transfers**

11.1 Partner and StreamRail hereby enter into the Standard Contractual Clauses in respect of any Restricted Transfer from Partner to StreamRail.

11.2 Where StreamRail acts as a Processor of Partner, Schedule 3 shall apply.

11.3 Where StreamRail acts as a Controller, Schedule 4 shall apply.

12. **General Terms**

Governing law and jurisdiction

- 12.1 Without prejudice to clauses 7 (Mediation and Jurisdiction) and 9 (Governing Law) of the Standard Contractual Clauses:
- 12.1.1 the parties to this Addendum hereby submit to the choice of jurisdiction stipulated in the Principal Agreement with respect to any disputes or claims howsoever arising under this Addendum, including disputes regarding its existence, validity or termination or the consequences of its nullity; and
 - 12.1.2 this Addendum and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Principal Agreement.

Order of precedence

- 12.2 In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.
- 12.3 Subject to section 12.2, with regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

Severance

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

Changes to this Addendum

- 12.5 StreamRail may change this Addendum by sending an email notification to Partner, at least 30 days prior to any such taking effect, in the event that such change does not: (i) result in a degradation of the overall security of the Services; (ii) expand the scope of, or remove any restrictions on, StreamRail's Processing of Partner Personal Data; and (iii) otherwise have a material adverse impact on Partner's rights under this Addendum, as reasonably determined by StreamRail, unless such change is required by Applicable Laws. For the avoidance of doubt, StreamRail may change the types of data specified under "*The types of Partner Personal Data to be Processed*" to the extent such change is made in accordance with this Section.

SCHEDULE 1:

DETAILS OF PROCESSING OF PUBLISHER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Partner Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Partner Personal Data

When StreamRail acts as a Processor under this Addendum, the subject matter and duration of the Processing of the Partner Personal Data are set out in the Principal Agreement and this Addendum.

The nature and purpose of the Processing of Partner Personal Data

When StreamRail acts as a Processor under this Addendum, StreamRail will Process (including, as applicable to the Services and the instructions set forth in this Addendum, collect, record, organise, structure, store, alter, retrieve, use, disclose, combine, erase and destroy) Partner Personal Data for the purpose of providing the Services and any related technical support to Partner in accordance with this Addendum.

The types of Partner Personal Data to be Processed

When StreamRail acts as a Processor under this Addendum - Device IDs, online unique identifiers, and IP addresses device.

The categories of Data Subject to whom the Partner Personal Data relates

When StreamRail acts as a Processor under this Addendum - End users of Partner with respect to which StreamRail processes personal data in its provision of the Services.

The obligations and rights of Partner

The obligations and rights of Partner are set out in the Principal Agreement and this Addendum.

SCHEDULE 2:

TECHNICAL AND ORGANISATIONAL MEASURES

Description of the minimum technical and organisational security measures to be implemented by the data importer in accordance with Appendix 2 of the Standard Contractual Clauses Controller-Processor.

Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, StreamRail shall in relation to the Partner Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

Data importer currently observes the security practices described in this Schedule 2. Notwithstanding any provision to the contrary otherwise agreed to by data exporter, data importer may modify or update these practices at its discretion provided that such modification and update does not result in a material degradation in the protection offered by these practices.

SCHEDULE 3:

**CLAUSES WHERE THE DATA IMPORTER IS A PROCESSOR - STANDARD
CONTRACTUAL CLAUSES (PROCESSORS)**

Standard Contractual Clauses (processors)

The Standard Contractual Clauses where the data importer acts as a Processor can be accessed at: <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>, and are part to this Addendum when StreamRail acts as a Processor.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.
The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.
See Schedule 1 of this Addendum

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

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

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are set out in Schedule 2 of this Addendum.

ANNEX B TO THE STANDARD CONTRACTUAL CLAUSES

This Annex B forms part of the Clauses and must be completed and signed by the parties
The Member States may complete or specify, according to their national procedures, any additional
necessary information to be contained in this Annex.
See Schedule 1 of this Addendum.