



Data Processing Agreement

The person or entity specified as a User in the Service Agreement, whose details are as specified in the Service Agreement (hereinafter to be referred to as: the “**Data Controller**”, “**Controller**”, or “**User**”),

AND

Outage Inc., a company incorporated under the laws of Delaware, having its registered office in Parker at 17011 Lincoln Ave. #554 Parker, CO, 80134 (hereinafter to be referred to as: the “**Data Processor**” or “**Outgage**”)”

HEREBY AGREE AS FOLLOWS:

1. Subject matter of this Data Processing Agreement

- 1.1. This Data Processing Agreement (“**Addendum**”) applies to the processing of personal data in the scope of the services agreement (‘terms of service’) effective of the Effective Date (as defined in the Service Agreement) between the parties, as well as all orders related thereto, for the provision of services through the Company’s online platform (the “**Platform**”), as well as services covered thereunder(all of the foregoing services, collectively, the “**Service**”; and the foregoing agreement and orders, hereinafter, collectively, to be referred to as: the “**Service Agreement**”).
- 1.2. Any capitalized terms not otherwise defined in this Data Processing Agreement shall have the meaning given to them in the Service Agreement. Except as modified below, the terms of the Service Agreement shall remain in full force and effect. Other terms used in this Addendum that have meanings ascribed to them in the EU Data Protection law, including but not limited to “Processing,” “Personal Data,” “Data Controller”, “Sub-processor”, “Data Subjects” and “Processor,” shall carry the meanings set forth under 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.
- 1.3. Insofar as Outgage will be processing Personal Data on behalf of the User in the course of the performance of the Service Agreement with the User, the terms of this Addendum shall apply. In the event of a conflict between any provisions of the Service Agreement and the provisions of this Data Processing Agreement, the provisions of this Addendum shall govern and control.

2. The Data Controller and the Data Processor

- 2.1. Subject to the provisions of the Service Agreement, to the extent that the Outgage’s data processing activities are not adequately described in the Service Agreement, the



User will determine the scope, purposes, and manner by which the Personal Data may be accessed or processed by Outgage. Outgage will process the Personal Data only as set forth in User's written instructions, including, as set forth in this Addendum, and no Personal Data will be processed unless explicitly instructed by the Controller.

- 2.2. For the purposes of this Addendum only, and except where indicated otherwise, the term "Controller" and/or "Data Controller" shall include yourself, the User and/or the User's Authorized Affiliates.
- 2.3. Outgage will only process the Personal Data on documented instructions of the User to the extent that this is required for the provision of the Services or if Outgage reasonably believe that a specific processing activity beyond the scope of the User's instructions is required to comply with a legal obligation to which Outgage is subject.
- 2.4. Outgage shall immediately notify the User if, in its opinion, any instruction infringes this Regulation or other Union or Member State data protection provisions. Such notification will not constitute a general obligation on the part of Outgage to monitor or interpret the laws applicable to the Data Controller, and such notification will not constitute legal advice to the User.
- 2.5. The Parties have entered into a Service Agreement in order to benefit from the capabilities of Outgage Platform and other Services in securing and processing the Personal Data for the purposes set out in Annex 2.
- 2.6. Outgage shall be allowed to exercise its own discretion in the selection and use of such means as it considers necessary to pursue those purposes, provided that all such discretion is compatible with the requirements of this Addendum, in particular the User's written instructions.
- 2.7. User warrants that it has all necessary rights to provide the Personal Data to Outgage for the Processing to be performed in relation to the Services, and that one or more lawful bases set forth in the relevant Data Protection Law support the lawfulness of the Processing. To the extent required by Data Protection Law, the User is responsible for ensuring that all necessary privacy notices are provided to data subjects, and unless another legal basis set forth the relevant Data Protection Law supports the lawfulness of the processing, that any necessary data subject consents to the Processing are obtained, and for ensuring that a record of such consents is maintained. Should such a consent be revoked by a data subject, the User is responsible for communicating the fact of such revocation to Outgage, and Outgage remains responsible for implementing User's instruction with respect to the processing of that Personal Data.
- 2.8. The User may use Outgage Platform's various controls and configuration options to assist it in connection with its obligations under the Data Protection Law and any other applicable law. Additional instructions of the User outside the scope of the Platform's control and configuration options and the scope of the other Services require prior and



separate agreement between User and Outgage, including agreement on additional fees (if any) payable to Outgage for executing such instructions. Outgage shall be entitled to decline to follow Users' instructions which are outside the scope of Outgage Platform's control and configuration options, without any liability to the User. In such case, the User may, as its sole remedy, terminate this Addendum and the Service Agreement, subject to payment of fees for the Services provided by Outgage.

3. Confidentiality

- 3.1. Without prejudice to any existing contractual arrangements between the Parties, Outgage shall treat all Personal Data as confidential and it shall inform all its employees, agents and/or approved subprocessors engaged in processing the Personal Data of the confidential nature of the Personal Data. Outgage shall ensure that all such persons or parties have signed an appropriate confidentiality agreement, or are otherwise bound to a duty of confidentiality, or are under an appropriate statutory obligation 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, User and Outgage shall implement appropriate technical and organisational measures to ensure a level of security of the processing of Personal Data appropriate to the risk. These measures shall include, at a minimum, the security measures agreed upon by the Parties in Annex 3.
- 4.2. Both the User and Outgage shall maintain written security policies that are fully implemented and applicable to the processing of Personal Data. At a minimum, such policies should include assignment of internal responsibility for information security management, devoting adequate personnel resources to information security, carrying out verification checks on permanent staff who will have access to the Personal Data, conducting appropriate background checks, requiring employees, vendors and others with access to Personal Data to enter into written confidentiality agreements, and conducting training to make employees and others with access to the Personal Data aware of information security risks presented by the Processing.
- 4.3. At the request of the User, Outgage shall demonstrate the measures it has taken pursuant to this Article 4 and shall allow the User to audit and test such measures. Unless otherwise required by a Supervisory Authority of competent jurisdiction, the User shall be entitled on giving at least 30 days' notice to Outgage to carry out, or have carried out by a third party (which shall not be a competitor of Outgage) who has entered into a confidentiality agreement with Outgage, audits of the Outgage's premises and operations as these relate to the Personal Data. Outgage shall cooperate with such



audits carried out by or on behalf of the User and shall grant the User's auditors' reasonable access to any premises and devices involved with the Processing of the Personal Data.

- 4.4. Outgage shall provide the User and/or the User's auditors with access to any information relating to the Processing of the Personal Data as may be reasonably required by the User to ascertain Outgage's compliance with this Addendum.
- 4.5. For avoidance of doubt, the User and/or auditor shall maintain the Audit Information strictly confidential and shall not share any of the Audit Information with any third party without Outgage's prior written consent. The audit results and findings shall be shared in full with Outgage. If such audits entail material costs or expenses to Outgage, the parties shall first come to agreement on User reimbursing Outgage for such costs and expenses. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including, without limitation, Personal Data that does not belong to the User.
- 4.6. Outgage shall be entitled to provide User a copy of an annual audit report from an independent reputable third party regarding Outgage's data processing and data protection measures, as a substitute for the aforementioned audit detailed above. The audit report shall be obtained based on a recognized standard for such audit reports.

5. Data Transfers

- 5.1. Outgage shall promptly notify User of any planned permanent or temporary transfers of Personal Data to a third country, and shall only perform such a transfer after obtaining authorization from User. Annex 4 provides a list of transfers for which User grants its authorization upon the conclusion of this Data Processing Agreement.
- 5.2. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "EEA") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission, without any further safeguard being necessary.
- 5.3. If the Processing of Personal Data includes transfers from the EEA to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an adequacy decision, the Parties shall comply with Chapter V of the GDPR, including, if necessary, executing the standard data protection clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries. To the maximum extent permitted by law, to the extent that User and Outgage will use the Standard Contractual



Clauses as a mechanism to transfer User Personal Data, the rights and obligations of the parties shall be performed in accordance with, and subject to, this Addendum.

Annex 4 to this Addendum includes the Standard Contractual Clauses to be executed between Outgage and User.

6. Information Obligations and Incident Management

- 6.1. When Outgage becomes aware of an incident that has a material impact on the Processing of the Personal Data that is the subject of the Services Agreement, it shall promptly notify User about the incident, shall at all times cooperate with the User, and shall follow the User's instructions with regard to such incidents, in order to enable the User to perform a thorough investigation into the incident, to formulate a correct response, and to take suitable further steps in respect of the incident.
- 6.2. The term "incident" used in Article 6.1 shall be understood to mean in any case: a) a complaint or a request with respect to the exercise of a data subject's rights under Data Protection Law; b) an investigation into or seizure of the Personal Data by government officials, or a specific indication that such an investigation or seizure is imminent; c) any unauthorized or accidental access, processing, deletion, loss or any form of unlawful processing of the Personal Data; d) any breach of the security and/or confidentiality as set out in this Data Processing Agreement leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, the Personal Data, or any indication of such breach having taken place or being about to take place; e) where, in the opinion of Outgage, implementing an instruction received from User would violate applicable laws to which the User or Outgage are subject.
- 6.3. Outgage shall always have in place written procedures which enable it to promptly respond to User about an incident. Where the incident is reasonably likely to require a data breach notification by the User, Outgage shall implement its written procedures in such a way that it is able to notify the User without undue delay after Outgage becomes aware of such an incident.
- 6.4. Any notifications made to User pursuant to this Article 6 shall be addressed to the employee of the User whose contact details are provided in Annex 1 of this Addendum and, in order to assist the User in fulfilling its obligations under Data Protection Law, should contain: a) a description of the nature of the incident, including where possible the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; b) the name and contact details of Outgage's data protection officer or another contact point where more information can be obtained; c) a description of the likely consequences of the incident; d) a description of the measures taken or proposed to be taken by Outgage to address the incident including, where appropriate, measures to mitigate its possible adverse



effects.

- 6.5. Outgage shall make reasonable efforts to identify the cause of such Personal Data incident and take those steps as Outgage deems necessary, possible, and reasonable to remediate the cause of such a Personal Data Breach to the extent the remediation is within Outgage reasonable control. User acknowledges that information which is not available to Outgage will be provided to User in phases. Outgage will use reasonable commercial efforts to mitigate the Personal Data incidents and prevent its recurrence. User and Outgage will cooperate in good faith on issuing any statements or notices regarding such Personal Data incidents, to relevant supervisory authorities and Data Subjects, however User remains responsible for the submission of such notifications.

7. Contracting with Sub-processors

- 7.1. Outgage shall not subcontract any of its Service-related activities consisting of (partly) the processing of the Personal Data or requiring Personal Data to be processed by any third party without User prior written authorization.
- 7.2. User hereby authorizes Outgage to engage Subprocessors listed in Annex 4 for the service-related Data Processing activities described in Annex 2 or provided that Outgage informs User at least three (3) days in advance of any new or substitute Subprocessor, in which case User shall have the right to object, on reasoned grounds (related to Data Protection Laws), to that new or replaced Subprocessor. Failure to object to such Subprocessor in writing within three (3) days following Outgage's notice shall be deemed as acceptance of the Subprocessor.
- 7.3. In the event User reasonably objects to a Subprocessor, as permitted in the preceding sentences, Outgage will use reasonable efforts to make available to User a change in the services or recommend a commercially reasonable change to User's use of the services to avoid Processing of Personal Data by the objected-to Subprocessor without unreasonably burdening the User. If Outgage is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, User may, as a sole remedy, terminate the applicable Service Agreement and this Addendum with respect only to those services which cannot be provided by Outgage without the use of the objected-to Subprocessor by providing written notice to Outgage provided that all amounts due under the Service Agreement before the termination date with respect to the Processing at issue shall be duly paid to Outgage.
- 7.4. Until a decision is made regarding the Subprocessor, Outgage may temporarily suspend the Processing of the affected Personal Data. User will have no further claims against Outgage due to the termination of the Service Agreement (including, without limitation, requesting refunds) and/or the Addendum in the situation described in this paragraph.
- 7.5. Outgage shall ensure that the Subprocessor is bound by data protection obligations



compatible with those of Outgage under this Addendum, supervise compliance thereof, and impose on its Subprocessors the obligation to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the applicable Data Protection Law.

8. Returning or Destruction of Personal Data

- 8.1. Upon termination of this Data Processing Agreement, upon the User's written request, or upon fulfillment of all purposes agreed in the context of the Services whereby no further processing is required, Outgage shall, at the discretion of the User, either delete, destroy or return all Personal Data to the User and destroy or return any existing copies.
- 8.2. Outgage shall notify all third parties supporting its own processing of the Personal Data of the termination of the Data Processing Agreement and shall ensure that all such third parties shall either destroy the Personal Data or return the Personal Data to the User, at the discretion of the User.
- 8.3. In any event, to the extent required or allowed by applicable law, Outgage may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise, or defense of legal claims and/or to comply with applicable laws and regulations.

9. Assistance to Data Controller

- 9.1. Outgage shall assist the User by appropriate technical and organisational measures, insofar as this is possible, for the fulfillment of the User's obligation to respond to requests for exercising the data subject's rights.
- 9.2. Taking into account the nature of processing and the information available to Outgage, Outgage shall assist User in ensuring compliance with obligations pursuant to Article 4 (Security), as well as other Data Controller obligations under applicable Data Protection Law that are relevant to the Data Processing described in Annex 2, including notifications to a supervisory authority or to Data Subjects, the process of undertaking a Data Protection Impact Assessment, and with prior consultations with supervisory authorities.
- 9.3. Outgage shall make available with reasonable efforts to User all information necessary to demonstrate compliance with the Outgage's obligations and allow for and contribute to audits, including inspections, conducted by User or another auditor mandated by the User.
- 9.4. However, if assistance mentioned above entails material costs or expenses to Outgage, the parties shall first come to agreement on User reimbursing Outgage for such costs and expenses.



- 9.5. Outgage will provide User prompt notice of any request it receives from government authorities to produce or disclose Personal Data it has Processed on User's behalf, so that User may contest or attempt to limit the scope of production or disclosure request, unless legally prohibited.

10. Liability and Indemnity

- 10.1. User indemnifies Outgage and holds Outgage harmless against all claims, actions, third party claims, losses, damages, and expenses incurred by the Outgage as a Data Processor arising out of a breach of this Data Processing Agreement.
- 10.2. The liability of each party and each party's Affiliates under this Addendum shall be subject to the exclusions and limitations of liability set out in the Service Agreement and such provisions of the Service Agreement shall not be modified by this Addendum. Any claims brought by a party or its Affiliates under this Addendum, whether in contract, tort or under any other theory of liability, shall be subject to the exclusions and limitations set forth in the Service Agreement.

11. Duration and Termination

- 11.1. This Data Processing Agreement shall come into effect on the effective date of the Service Agreement.
- 11.2. Termination or expiration of this Data Processing Agreement shall not discharge Outgage from its confidentiality obligations pursuant to Article 3.
- 11.3. Outgage shall process Personal Data until the date of expiration or termination of the Service Agreement, unless instructed otherwise by User, or until such data is returned or destroyed on instruction of the User.

12. Miscellaneous

- 12.1. In the event of any inconsistency between the provisions of this Data Processing Agreement and the provisions of the Service Agreement, the provisions of this Data Processing Agreement shall prevail.
- 12.2. Neither party shall assign or delegate its rights, duties, or obligations under this Agreement, without the prior written consent of the other Party, except that Outgage may assign this Agreement, including all rights, obligations, performance, and liabilities, in the event of a corporate merger or sale of its assets related to the performance of this Agreement, to the acquiring or merging third party, upon notice to User, provided that the assignee assumes the Outgage's stead for all rights, obligations, performance, and liability under this Agreement.




- 12.3. This Data Processing Agreement is governed by the laws of the state of Delaware. Any disputes arising from or in connection with this Data Processing Agreement shall be brought exclusively before the competent court of the state of Delaware.

13. California Consumer Privacy Act

- 13.1. This part of the Addendum applies to the extent that the Service involves processing personal information governed by the California Consumer Privacy Act of 2018 ("CCPA") (Cal. Civ. Code §1798.100 et seq.) as may be amended or superseded from time-to-time, and any accompanying legally binding regulations that are promulgated to address provisions in the law.
- 13.2. The following terms shall have the meaning attributed to under the CCPA: "consumer", "personal information", "processing", "sell", and "service provider".
- 13.3. Outgage will not sell any Consumer Personal Information received from User.
- 13.4. Outgage shall not retain, use, or disclose User's personal information for: any purpose other than properly operate the Service for User or as reasonably necessary to provide the Service to User; 'selling' User's personal information; and retaining, using, or disclosing the User's personal information outside of the direct business relationship between the parties.
- 13.5. Outgage certifies that it understands the restriction specified in this article and will comply with it. Notwithstanding the foregoing, Outgage may use, disclose, or retain User personal information to: transfer the personal information to other Outgage's entities (including, without limitation, affiliates and subsidiaries), service providers, third parties and vendors, in order to provide the Outgage Service to User; to comply with applicable laws; to defend legal claims or comply with a law enforcement investigation; for internal use by Outgage to build or improve the quality of its services and/or for any other purpose permitted under the CCPA; to detect data security incidents, or protect against fraudulent or illegal activity; and to collect and analyze anonymous information.
- 13.6. The Service's various control and configuration options available to User are designed to help User accommodate consumer requests seeking to exercise their rights under the CCPA. Considering the nature of the Processing, Outgage shall provide reasonable cooperation to assist User with responding to any requests from data subjects in relation to their data subject rights under the CCPA. If any request from data subjects is made directly to Outgage, Outgage shall not respond to such communication directly other than to inform the requestor that Outgage is not authorized to directly respond to a request, and recommend the requestor submit the request directly to User.



IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Service Agreement with effect from the last date of signature.

User	Outgage, Inc. (Data Processor)
Company Name:	
By:	By: 
Title:	Title:
Date:	Date:



Annex 1

Contact information of the [data protection officer/compliance officer] of User (Data Controller).

[NOTE: USER SHOULD FILL IN CONTACT INFORMATION AT USER]

Contact information of the data protection officer of Outgage (Data Processor).

Inbar Shani

CISO, Outgage

ciso@outgage.co



Annex 2

The User (Data Controller) expressly instructs Outgage (Data Processor) to process the personal data as described below to enable Outgage to provide the services contracted by the User including the purposes set out in the processing instructions.

Types of Personal Data that will be processed in the scope of the Service Agreement:

The Personal Data Processed may include, without limitation: Name, contact information, physical address email communications.

[NOTE: DESCRIPTION SHOULD BE MADE BY THE USER IN THE MOST DETAILED POSSIBLE MANNER]

Categories of Data Subjects:

The Data Subjects about whom Personal Data is Processed are User's Authorized users of the platform such as User's gift receivers and User's users.

Nature and purpose of the Data Processing as instructed by the User:

The subject matter and purposes of the Processing activities are the provision of the Service as necessary to perform the services pursuant to the Service Agreement, as further instructed by User in its use of Outgage Platform, this Addendum and/or other contracts executed by the Parties, including maintenance, support, enhancement and deployment of the same.

[NOTE: DESCRIPTION SHOULD BE MADE BY THE USER IN THE MOST DETAILED POSSIBLE MANNER]

Duration of Data Processing:

Subject to any Article of this Addendum and/or the Service Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, Outgage will Process Personal Data for the duration of the Service Agreement as instructed by the User, unless otherwise



agreed between the parties or required by applicable law.



Annex 3: Security Measures

1. **Information Security Program.** Outage will maintain and adhere to an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) help User secure User Data (as defined in the Services Agreement) against accidental or unlawful loss, access or disclosure, (b) identify reasonably foreseeable and internal risks to security and unauthorised access to the Outage network and resources, and (c) minimize security risks, including through risk assessment and regular testing. Outage will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include, among other means, the following measures:
 - 1.1. **Network Security.** The Outage networks will be electronically accessible only to employees, contractors and any other person as necessary to provide the Services. Outage will maintain access controls and policies to manage what access is allowed to the Outage Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. Outage will maintain corrective action and incident response plans to respond to potential security threats
 - 1.2. **Encryption.** Outage will employ reasonable means to encrypt User Data at rest and in motion. Sensitive User Data will be further encrypted and hashed and will not be accessible to Outage employees or contractors.
 - 1.3. **Physical Security.** Outage provides access to Outage sensitive physical locations ("Locations") only to employees who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her to the Location, the access privileges are promptly revoked, even if the employee or contractor continues to be an engaged with Outage. Outage will use reasonable means to monitor the access to Locations and detect unauthorized access.
 - 1.4. **Vulnerability Assessment.** Outage will conduct periodic IT penetration tests and vulnerability scans by independent auditors and will undergo an annual ISO inspection by an internationally certified organization.
 - 1.5. **Employees Awareness.** Our employees are committed to information security and acknowledge the importance of implementing it in their daily work. Outage instructs its employees that it is the responsibility of each employee to adhere to the policy. Disciplinary processes will be applicable in those instances where personnel fail to abide by our security policy. Furthermore, our employees have knowledge and experience in the information security field. All our employees are signing an NDA and information security requirements appendixes. Our employees will be kept familiar with the company's information security policies and procedures, they will be tested and drilled regularly, and will implement the procedures on a regular basis.



Moreover, all our employees will participate frequently in awareness training and will be updated regarding information security issues.

- 1.6. **Due Diligence of Sub Processing.** Outgage will conduct periodic due diligence processes for all Outgage sub processors, and before adding a new sub processor.
- 1.7. **Access Control.** Outgage will employ means to limit access to User Data on a need-to-know basis and prevent unauthorized access. Outgage will monitor and log User Data access through any of the available means and will employ reasonable means to detect unauthorized access attempts, including but not limited to anti-virus and firewall tools and policies. Outgage will segregate each User's User Data from other User's User Data.
2. **Continued Evaluation.** Outgage will conduct periodic reviews of the security of its information security program as measured against industry security standards and its policies and procedures. Outgage will continually evaluate the security of its services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.



Annex 4

Approved sub-processors

The User (Data Controller) agree that general written authorisation shall apply to Outgage processing of personal data using Sub-processors and that the list of sub-processors set out in the processing instructions is agreed. The list of agreed sub-processors shall apply for the duration of the Service provision by the User which may be updated in accordance with the written procedure agreed between the parties.

Review the up-to-date sub-processors list at <https://outgage.co/legal/subprocessors>

The User shall on the commencement of the Addendum authorise the use of the abovementioned sub-processors for the processing described for that party.