Como Data Processing Agreement

This Como Data Processing Agreement ("**DPA**") forms a part of the Como Solution General Terms or other agreement between you and Como pursuant to which Como provides you with the Services (together with the Order and any other addenda or exhibits, the "**Agreement**").

While providing the Como Solution, Mobile Apps, and the services available thereon, as set forth in the Agreement (collectively, the "**Services**"), to Business, Como may process End User Personal Data on your behalf. You acknowledge that you, on behalf of your organization or business ("**Business**" or "**you**"), have read, understood, and agree to comply with this DPA; that you are entering into it as a binding legal agreement with the Como entity that is party to the Agreement ("**Como**" or "**we**"); and that this DPA shall govern the parties' Processing of End User Personal Data subject to Data Protection Laws in connection with your use of the Services.

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

Capitalized terms used but not defined herein have the same meaning as set forth in the Agreement or, if not defined in the Agreement, in Data Protection Laws.

1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where "**control**" is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity.

1.2. "**Authorized Affiliate**" means any of Business's Affiliates that is subject to the Data Protection Laws and is permitted to use the Services pursuant to the Agreement but has not signed its own agreement with Como. Any reference in this DPA to Business shall include any Authorized Affiliate, to the extent applicable.

1.3. "**Controller**" means the entity that determines the purposes and the means of the Processing of Personal Data.

1.4. "**Data Protection Laws**" means any federal, state, local, or provincial privacy or data security law or regulation that is applicable to your use of the Services and that requires a Processor to enter into specified contractual terms with the Controller prior to Processing any Personal Data on behalf of that Controller, including but not limited to, each when and as applicable, (i) the GDPR; (ii) the UK GDPR; (iii) the Swiss FADP; (iv) the California Consumer Privacy Act of 2018, Cal. Civil Code Title 1.81.5, as amended by the California Privacy Rights Act (collectively, "**CCPA**"); and (v) any other applicable U.S. state privacy laws.

1.5. "**Data Subject**" means a natural person or a Household.

1.6. "**End User**" means a Data Subject with whom you interact using the Services, or with whom Como interacts on your behalf through the Services.

1.7. "**End User Personal Data**" means Personal Data that relates to an End User.

1.8. "**EU SCCs**" means the standard contractual clauses for the transfer of personal data to controllers and processors established in third countries, adopted by the European Commission from time to time, the adopted version of which in force at the date of signature of this DPA is that set out in the Annex to the European Commission's Implementing Decision 2021/914 of 4 June 2021, available at: https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32021D0914, and as may be amended or replaced from time to time.

1.9. "**European Data Protection Laws**" means the privacy laws applicable to Personal Data originating with Switzerland, the United Kingdom, or the EEA.

1.10. "**European Economic Area**" or "**EEA**" means the European Union ("**EU**") plus Iceland, Norway, and Liechtenstein.

1.11. "**European End User Personal Data**" means End User Personal Data that relates to a Data Subject located within the EEA, UK, or Switzerland.

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

1.13. "**Household**" means a natural person or group of natural persons who are California residents and who: (i) reside at the same address, (ii) share a common device or a common service provided by Business, and (iii) are identified by Business as sharing the same group account or unique identifier.

1.14. "**Subprocessor**" means any Processor engaged by Como or Como's Affiliates for the purpose of providing the Services to Business.

1.15. "**Personal Data**" means information Processed by Como through the Services solely on behalf of Business that identifies, relates to, describes, is reasonably capable of being associated with or could reasonably be linked, directly or indirectly, with a Data Subject. The term includes any information Processed by Como for the sole purpose of the provision of the Services to Business that meets the definition of "personal information," "personal data," or any similar term under the Data Protection Laws.

1.16. "**Process**," "**Processing**" and other similar terms means any operation performed on Personal Data, including but not limited to the collection, handling, use, storage, disclosure, analysis, recombination, or transmission of Personal Data.

1.17. "**Processor**" or "**Service Provider**" means an entity that Processes Personal Data on behalf of a Controller.

1.18. "**Swiss Data Protection Laws**" means the Swiss Federal Act on Data Protection ("**FADP**").

1.19. "**UK Addendum**" means the UK International Data Transfer Addendum to the EU SCCs, available at https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf, as adopted, amended or updated by the UK Information Commissioner's Office, Parliament, or Secretary of State.

1.20. "**UK Data Protection Laws**" means the United Kingdom General Data Protection Regulation and the Data Protection Act of 2018.

2. PROCESSING OF END USER PERSONAL DATA

2.1. Roles of the Parties. The parties acknowledge and agree that Business is the Controller and Como is the Processor with respect to the Processing of End User Personal Data, and that Como shall process such End User Personal Data on behalf of Business and as otherwise permitted by Data Protection Laws.

2.2. Business's Obligations Regarding the Processing of Personal Data.

2.2.1. *Compliance with Data Protection Laws*. Business is responsible for its own compliance with Data Protection Laws applicable to Business's use of the Services, and Como shall have no obligation to facilitate such compliance beyond adhering to the requirements set forth in the Agreement and this DPA. Business will not use the Services to Process End User Personal Data except in full compliance with Business's obligations under Data Protection Laws.

2.2.2. *Notice and Choice*. Where required to do so by Data Protection Laws, Business will provide notice of its Processing practices to Data Subjects in a manner that complies with the requirements of Data Protection Laws, and Business will obtain any consents from Data Subjects that are necessary under Data Protection Laws to ensure that the parties' Processing of End User Personal Data, as contemplated by the Agreement and this DPA, is lawful.

2.2.3. *Retention Limitation*. Business will notify Como without unreasonable delay whenever Business no longer maintains a valid purpose, under Data Protection Laws, for retaining any End User Personal Data.

2.2.4. *Security*. Business shall implement and maintain reasonable and appropriate security practices and procedures, appropriate to the nature of the End User Personal Data, to protect the End User Personal Data from unauthorized access, destruction, use, modification, or disclosure. Business shall be solely responsible for managing the security of Business's own telecommunications and processing systems (both hardware and software) and for the security of any credentials provided to Business or any Business users in connection with Business's use of the Services. Notwithstanding anything else that appears in this DPA or in the Agreement, Como shall have no liability for any Personal Data that is lost or stolen from Business's systems or networks. Business shall indemnify Como from any claim or loss arising out of or relating to any breach of this Section 2.2.4 without regard to any limitations of liability set forth in the Agreement.

2.3. Como's Obligations Regarding the Processing of End User Personal Data.

2.3.1. Como shall Process End User Personal Data subject to Data Protection Laws in accordance with Business's documented instructions, for the purposes set forth in **Schedule 1** (*Details of the Processing*) attached hereto, as otherwise permitted by Data Protection Laws, and as otherwise required to accomplish any other documented reasonable instructions provided by Business (including via email), where such instructions are consistent with the terms of the Agreement. Business's decisions and choices regarding features, services, products, or components in the Services shall be deemed instructions to Como. To the maximum extent permitted by law, Como will not be liable in the event of any claim brought by a third party, including but not limited to a Data Subject, arising from any act or omission of Como, to the extent that such is a result of Business's instructions.

2.3.2. Como shall inform Business if, in Como's opinion, an instruction transmitted by Business infringes applicable Data Protection Laws. To the extent that Como cannot comply with an instruction from Business relating to the Processing of End User Personal Data: (i) Como shall inform Business, providing relevant details of the problem; (ii) Como may, without any liability towards Business, temporarily cease all Processing of the affected End User Personal Data (other than securely storing such data); and (iii) if the parties do not agree on a resolution to the issue in question, either party may, as its sole remedy, terminate the Agreement, this DPA, or both. Business will have no further claims against Como due to such termination, including but not limited to requesting refunds for Services (but excluding the obligations relating to the termination of the DPA set forth below).

2.3.3. To the extent the CCPA applies, Como agrees that it shall not: (i) retain, use, disclose, or otherwise Process End User Personal Data for any purpose not set forth herein, except as permitted by Data Protection Laws; (ii) retain, use, disclose, or otherwise Process End User Personal Data outside of the direct business relationship between Business and Como, except as permitted by Data Protection Laws; (iii) combine End User Personal Data with any Personal Data that Como receives from, or on behalf of, another person or persons, or collects from its own interaction with an End User, except as permitted by Data Protection Laws; (iv) use, distribute, sell, rent, release, or disclose End User Personal Data to a third party for monetary or other valuable consideration, except as permitted by Data Protection Laws; or (v) use, distribute, sell, rent, release, or disclose End User Personal Data to a third party for cross-context behavioral advertising purposes.

2.4. Details of the Processing. The subject matter of Processing of End User Personal Data by Como, the nature and purpose of the Processing, as well as the types of End User Personal Data Processed and categories of Data Subjects, are further specified in **Schedule 1** (*Details of the Processing*) attached hereto.

3. COMO PERSONNEL

Como shall ensure that its personnel engaged in the Processing of End User Personal Data have committed themselves to appropriate confidentiality and non-disclosure obligations. Como shall take steps to ensure that access to the End User Personal Data is limited on a need-to-know basis.

4. SUBPROCESSORS

4.1. Appointment of Subprocessors. Business acknowledges and agrees that (i) Como's Affiliates may be used as Subprocessors; and (ii) Como and Como's Affiliates may engage third-party Subprocessors in connection with the provision of the Services.

4.2. Contracts with Subprocessors. Como will enter into terms with its Subprocessors that flow through requirements substantially similar to those set forth in this DPA.

4.3. Current Subprocessors. Business confirms that it has read and assessed the list of Subprocessors currently used by Como, available at https://legal.comosense.com/como-sub-processor-list ("**Subprocessor List**"), and that it has authorized the use of the listed Subprocessors.

4.4. Notification of Changes. If Business uses the Services to Process End User Personal Data subject to European Data Protection Laws, Business may contact Como's support team (ComoSupport@comosense.com) and ask to be added to a notification list concerning new Subprocessors, and if Business does so, Como shall provide notification to the Business of any new Subprocessors.

4.5. Objection to New Subprocessors. If Business uses the Services to Process End User Personal Data subject to European Data Protection Laws, Business may make any reasonable objection to a new Subprocessor by notifying Como's support team in writing within 7 business days after receipt of Como's notice in accordance with the mechanism set out in Section 4.4. Such written objection shall include the reasons for the objection. Failure to object to any new Subprocessor in writing within 7 business days following notice shall be deemed approval of the new Subprocessor. If Business reasonably objects to an existing Subprocessor or a new Subprocessor, and if the objection is not remediable by Como, Business may, as a sole and exclusive remedy, terminate the Agreement by providing written notice to Como. All amounts due under the Agreement before the termination date shall be paid, and Business will have no further claims against Como due to termination of the Agreement.

5. SECURITY; SECURITY INCIDENT NOTIFICATION

5.1. Taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Como agrees that it shall implement reasonable and appropriate technical and organizational measures to ensure a level of security appropriate to the risks posed to the End User Personal Data by the Processing contemplated by the Agreement and this DPA.

5.2. Como shall notify Business of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to End User Personal Data (a "**Security Incident**") when

and as required to do so by Data Protection Laws. Como shall make reasonable efforts to identify the cause of such Security Incident; take whatever steps Como deems necessary to remediate the cause of such a Security Incident; and provide reasonable information to Business. In any event, Business will be the party responsible for notifying supervisory authorities and/or concerned Data Subjects (where required by Data Protection Laws).

6. INFORMATION AND ASSESSMENTS

Upon Business's reasonable advance written request, and in any event not more than once per year, Business may perform an assessment by submitting privacy or security questionnaires to Como and otherwise making commercially reasonable requests for information sufficient to demonstrate that Como is Processing End User Personal Data in compliance with this DPA and, where applicable, Data Protection Laws. Such information may only be used to assess Como's compliance with this DPA, and both the information provided by Como and any resulting assessments or evaluations prepared by Business shall be considered Como's Confidential Information subject to the corresponding confidentiality provisions under the Agreement. In Como's sole discretion, Como may choose to provide a third-party audit report attesting to Como's compliance with a recognized control framework as a substitute for providing the information described in this paragraph. Where European Data Protection Laws apply, the parties agree that Como's commitments set forth in this Section 6 satisfy the requirements of Article 28(3)(h) of the GDPR.

7. DATA SUBJECTS RIGHTS

Como shall promptly notify, or direct the Data Subject to, Business if Como receives a request from a Data Subject to exercise any of the Data Subject's rights under Data Protection Laws ("**Data Subject Request**"). Como shall meet any applicable legal requirement to provide reasonable assistance (including by appropriate technical and organizational measures) to Business through the provision of certain self-service capabilities within the Services. If a Data Subject submits a deletion request through the Services using the self-service capabilities and Business does not take action on the request within 14 days, Business authorizes Como to delete the Data Subject's loyalty account and associated personal data on Business's behalf in accordance with written communications (including email) between the parties. Where a Data Subject Request cannot be addressed through the available self-service capabilities and to the extent Business cannot address the request directly, Business may submit a support request to Como and Business shall be responsible for any costs incurred by Como in providing such additional assistance. Business shall be solely responsible for compliance with its obligations concerning Data Subject Requests, including where Como completes a deletion request on behalf of Business as permitted by this Section 7.

8. RETURN AND DELETION OF PERSONAL DATA

Subject to the Agreement, Como shall either delete, return, or anonymize End User Personal Data following the Term and shall delete existing copies unless applicable law requires storage of the End User Personal Data. In any event, to the extent required or permitted by applicable law, Como may retain (i) one copy of the End User Personal Data for evidence purposes (including the establishment, exercise, or defense of legal claims) or to comply with applicable laws and regulations; (ii) data stored in logs or back-up media that is not readily accessible; and (iii) data that has been anonymized.

9. AUTHORIZED AFFILIATES

The parties acknowledge and agree that Business enters into the DPA on its own behalf and on behalf of any Authorized Affiliates. Business represents that it is authorized to enter into this DPA on behalf of its Authorized Affiliates and that it shall remain responsible for any breach hereof by Authorized Affiliates. Business shall remain responsible for coordinating all communication with Como under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. TRANSFERS OF EUROPEAN END USER PERSONAL DATA

Where European Data Protection Laws apply to Como's provision of the Services to Business, the Como entity that is party to the Agreement will be located within the European Union or within another jurisdiction that has been the subject of an adequacy decision published by the European Commission ("**Adequacy Decision**"). As such, any transfers of European End User Personal Data from Business to Como will take place in accordance with Article 45(1) of the GDPR and comparable provisions of UK Data Protection Laws and the Swiss FADP. Como will ensure that any downstream transfers take place pursuant to a lawful transfer mechanism. If and only if (i) the Como entity that is party to the Agreement is located outside of the European Union and (ii) an Adequacy Decision on which Business's transfers to that Como entity have been based is overturned or invalidated, then transfers of European End User Personal Data from Business to Como shall take place pursuant to the EU SCCs, which are hereby incorporated by reference into this DPA, modified as necessary to fit the protocols of the relevant jurisdiction:

10.1. Module Selection: Module Two of the EU SCCs shall apply to all such transfers.

10.1.1. Clause 7: The parties choose not to include the optional docking clause.

10.1.2. Clause 9(a): The parties choose Option 2, "General Written Authorization," and 7 days, as further described in Section 4 of this DPA.

10.1.3. Clause 11: The parties choose not to include the optional language relating to the use of an independent dispute resolution body.

10.1.4. Clause 13: The Irish Data Protection Commission will be the competent supervisory authority.

10.1.5. Clause 17: The clauses shall be governed by the laws of the Republic of Ireland.

10.1.6. Clause 18: The parties select the courts of the Republic of Ireland, County of Dublin.

10.2. Transfer Details and Annexes: Annex I.A and I.B and Annex II of the EU SCCs shall be deemed completed with the information set forth in **Schedule 1** (*Details of the Processing*).

10.3. UK Transfers: Transfers subject to UK Data Protection Laws that cannot be validated through an Adequacy Decision shall be validated through the parties' incorporation of the EU SCCs, as further modified by the incorporation of the UK Addendum. Where the UK Addendum applies, it will be deemed completed as follows: (i) Table 1 shall be deemed completed with the information set out in **Schedule 1** (*Details of the Processing*); (ii) for Table 2, the parties select the checkbox that reads: "Approved EU SCCs, including the Appendix Information and with

only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum," and the accompanying table shall be deemed completed according to the parties' preferences outlined above; (iii) Table 3 shall be deemed completed with the information set out in **Schedule 1** (*Details of the Processing*); and (iv) for Table 4, the parties agree that neither party may unilaterally terminate the UK Addendum.

10.4. Swiss Transfers: Transfers subject to Swiss Data Protection Laws that cannot be validated through an Adequacy Decision shall be validated through the parties' incorporation of the EU SCCs, with the caveat that nothing in this DPA should be interpreted as precluding Swiss Data Subjects from applying to the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**") for relief or from suing for their rights in Switzerland.

11. ANONYMIZED DATA

Business recognizes that the Services are valuable in part because of the insights they enable Business to draw about Business's consumers, and that continued product improvement and training is necessary to preserve the quality of those insights. Business therefore grants explicit permission to Como to Process End User Personal Data for the purpose of anonymization, so that the resulting anonymized data may be used by Como for product improvement and training purposes. Business agrees: (i) that Business has assessed the compatibility of such further Processing with the original purpose of the Processing activities contemplated by the Agreement and this DPA and determined that the further Processing activities are, in fact, compatible; (ii) to the extent Business chooses to provide Business End User Terms, that Business will identify Como as a Processor in Business's privacy notice, explain that Como may process End User Personal Data for the purpose of anonymization and use the resulting anonymized data for product improvement and training purposes, and provide a link to Business's privacy notice within the app for viewing by Data Subjects; and (iii) that, where European Data Protection Laws apply, Business has performed any analysis necessary to ensure that Business's authorization of such further Processing is justified based on the legitimate interests of Business, Como, and the many other entities and individuals that use and benefit from Como's Services. For the avoidance of doubt, if Business does not link to Business's privacy notice within the app as required by Section 2.2.2 and this Section 11, Como reserves the right to display Como's Consumer Privacy Notice.

12. TERMINATION

This DPA shall automatically terminate upon the termination or expiration of the Agreement.

13. INDEMNIFICATION

Business will indemnify and hold harmless Como, its Affiliates, and their respective officers, directors, employees, and agents from and against any claim, suit, or other action relating to Business's breach of any provision of this DPA. The foregoing obligation will not apply to a claim, suit, or other action that directly arises out of Como's fraud, gross negligence, or willful misconduct.

14. MISCELLANEOUS

Como may amend this DPA at any time, in its sole discretion. Changes will be effective 15 days after publication, and your continued use of the Services thereafter signifies your assent to the

amendments. In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail to the extent that such terms are explicitly required by Data Protection Laws. In all other respects, the terms of the Agreement shall control. This DPA shall be governed by the governing law set out in the Agreement and, except where otherwise required by Data Protection Laws (e.g., where the EU SCCs apply), disputes shall be resolved in the courts designated in the Agreement.

SCHEDULE 1 – DETAILS OF THE PROCESSING

A. List of Parties:

Data Exporter:[1]

Name:	Business, as identified in the Agreement
Address:	Business's address, as identified in the Agreement
Contact Person:	Business's telephone number and email address, as identified in the Agreement
Activities Relevant to Transferred Data:	Use of the Services
Role:	Controller

Data Importer:

Name:	The Como entity that is party to the Agreement
Address:	Como's address, as identified in the Agreement
Contact Person:	Como's telephone number and email address, as identified in the Agreement
Activities Relevant to Transferred Data:	Provision of the Services
Role:	Processor

B. Description of Processing

Subject Matter of the Processing:	The subject matter of the Processing of End User Personal Data is set out in the Agreement.
Nature and Purpose of the Processing:	Providing the Services and the features available thereon to Business as set out in the Agreement, including: • Providing support and technical maintenance • Generating insights, recommendations, targeting, and adaptation of the Services • Sending communication to Business's End Users or other customers • Integration with third-party services, plugins, and extensions Any litigation issues that may arise, and other Processing required for compliance with applicable law.
Duration of Processing:	End User Personal Data shall be processed throughout the Term in accordance with Business's instructions.

[1] The terms "Data Exporter" and "Data Importer," and the tables associated therewith, apply when (i) European Data Protection Laws apply and (ii) the Como entity that is party to the Agreement is not located in a jurisdiction that is the subject of an Adequacy Decision.

Categories of Data Subjects:	End Users.
Categories of End User Personal Data:	Business may provide End User Personal Data through the Services and may authorize Como to collect End User Personal Data from other sources, such as in the case of fraud detection. The types of End User Personal Data provided or collected are determined by Business at its sole discretion, through its configuration of the Services.
Frequency of the Transfers:	Continuous throughout the Term.
Retention Criteria:	Retention criteria are addressed in Section 8 of this DPA.

C. Technical and Organizational Measures

Como implements the following security measures for the protection of End User Personal Data:

Subject Matter	Measures
Organization of Information Security	• Como has appointed one or more security officers responsible for coordinating and monitoring information security rules and procedures. • Como personnel with access to End User Personal Data are subject to confidentiality obligations. • Como personnel receive privacy training at least annually.
Operations	• Como maintains documents describing its security measures and the relevant procedures and responsibilities of its personnel. • Como creates regular backup copies of production data to enable data recovery. • Como stores backup copies of production data in a different location from where the production data is located. Backup storage is local and remote. • Como has anti-malware controls designed to help avoid malicious software gaining unauthorized access to End User Personal Data, including malicious software originating from public networks. • Como encrypts, or enables Business to encrypt, End User Personal Data that is transmitted over public networks.
Asset Management	• Como classifies data to help identify it and to allow for access to it to be appropriately restricted.
Physical and Environmental Security	• Como uses industry standard processes to delete End User Personal Data when it is no longer needed. • Como uses industry standard systems to protect against loss of data due to power supply failure or line interference.
Access Control	• Como maintains a record of security privileges of individuals having access to End User Personal Data.

Subject Matter	Measures
	• Como maintains and updates a record of personnel authorized to access Como systems that contain End User Personal Data. • Como identifies personnel who may grant, alter, or cancel authorized access to data and resources. • Technical support personnel are only permitted to have access to End User Personal Data when needed. • Como restricts access to End User Personal Data to only those individuals who require such access to perform their job function. • Como instructs personnel to disable administrative sessions when leaving premises Como controls or when computers are otherwise left unattended. • Como uses industry standard practices to identify and authenticate users who attempt to access information systems. • Where authentication mechanisms are based on passwords, Como requires that the passwords are changed regularly. • Como maintains industry standard procedures to deactivate passwords that have been corrupted or inadvertently disclosed. • Como uses industry standard password protection practices. • Como has controls designed to avoid individuals assuming access rights they have not been assigned to gain access to End User Personal Data they are not authorized to access.
Security Incident Management	• Como maintains an incident response plan that requires the prompt evaluation, containment, and remediation of Security Incidents, as described herein.
Business Continuity Planning	• Como maintains emergency and contingency plans for the facilities in which Como's information systems that process End User Personal Data are located. • Como's procedures for recovering data are designed to attempt to reconstruct End User Personal Data in its original or last-replicated state from before the time it was lost or destroyed. • Como reviews data recovery procedures at least annually.