

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") stipulates data protection requirements and demonstrates compliance with the applicable privacy, security and data protection laws and applies to WorldAPP's processing of EU data subjects' personal data provided to WorldAPP by Customer/its affiliates during the provision of Services by WorldAPP. This Data Processing Agreement shall be effective for period of services provision by WorldAPP.

1. For the purposes of this DPA, unless otherwise stated, all defined terms shall have the meanings given to them in accordance with the Master Services Agreement/ Terms of Use (as applicable), European Data Protection Directive 95/46/EC (the "Directive"), and, from the 25th of May, 2018, the General Data Protection Regulation (the "GDPR") as amended, updated or replaced from time to time.

2. The parties acknowledge and agree that Customer may transfer personal data ("Data") to WorldAPP for the purpose of fulfilling the Subscribed Services, Professional Services and providing Platform. WorldAPP shall be a data processor in respect of its processing of Data in connection with the provision of the Subscribed Services, Professional Services and Platform. The parties agree that Customer will be and remain the owner and controller of the Data for purposes of all applicable privacy laws with rights under such laws to determine the purposes for which the Data is processed, and nothing in this DPA will restrict or limit in any way Customer's rights or obligations as owner and/or controller of the Data for such purposes. The Data will be processed for the period of the Subscribed Services, Professional Services and Platform provision. WorldAPP shall have a right to store Data for up to one year after the Master Services Agreement/ Terms of Use (as applicable) termination to provide Customer with an opportunity to access Data within this period, if required. Data stored after the Master Services Agreement/ Terms of Use (as applicable) termination is subject to compliance with the terms of the data protection and confidentiality obligations within the Master Services Agreement/ Terms of Use (as applicable) and this Agreement. The data stored at the backups will be deleted within a year from the date of deletion of data from the production database. The data about Customer's contact person(s) provided under Master Services Agreement/ Terms of Use (as applicable) and this Agreement may be processed for as long as needed for the purposes of WorldAPP's records keeping.

3. Customer may submit Data to the Services provided under the Master Services Agreement/ Terms of Use (as applicable), the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Data relating to the following categories of data subjects: respondents in the form of customers or employees.

4. Customer may submit Data to the Services provided under the Master Services Agreement/ Terms of Use (as applicable), the extent and types of which are determined and controlled by Customer in its sole discretion, and which may include, but are not limited to the following categories of personal data: respondent contact information and scaled questions.

5. Customer shall, during its use of the Subscribed Services, Professional Services and Platform process Data according to the requirements of data protection laws and regulations. Customer's instructions to WorldAPP for the processing of Data shall comply with the applicable data protection legislation. Customer shall be solely responsible for the accuracy, quality, and legality of the Data and the means the Data was acquired.

6. WorldAPP warrants that:

- a) it shall only act on documented instructions issued to WorldAPP by Customer, including with regard to transfers of personal data to a third country or an international organization. Performance of the Master Services Agreement and/or Terms of Use (as applicable) shall constitute a part of Customer's instructions;
- b) it shall only process the Data in accordance with the applicable data protection legislation and assist Customer in ensuring compliance with the applicable data protection regulations taking into account the nature of processing and information available to WorldAPP;
- c) the persons authorized to process the Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and have received appropriate training on their responsibilities;
- d) taking into account the nature of processing, WorldAPP shall assist Customer by appropriate technical and organizational measures in fulfilling Customer's obligations concerning, when applicable, data protection impact assessment and prior consultation with the supervisory authority, notification of a personal data breach to the supervisory authority, communication of a personal data breach to the data subject and responding to individuals exercising their rights under the applicable data protection legislation.

7. WorldAPP agrees that WorldAPP shall (and shall procure that all sub-contractors appointed from time to time to assist it in provision of the Subscribed Services, Professional Services and Platform):

- a) put in place and maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of the Data against destruction, loss, alteration, unauthorized disclosure or access to the Data;
- b) implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk and assist Customer in ensuring the compliance with the obligations stated in the applicable data protection legislation, taking into account the nature of processing and the information available to WorldAPP;
- c) promptly notify Customer of the Data breach, destruction, loss, alteration, disclosure of or access to the Data;
- d) notify Customer without undue delay of any complaint by an individual in respect of his/her personal data or any request received from an individual to have access to his/her personal data or of any other communication received from an individual relating directly or indirectly to the processing of any of the data in connection with the Master Services Agreement/ Terms of Use (as applicable) and provide all details of such complaint, request or communicate to Customer and promptly and fully cooperate and assist Customer in relation to any such request or communication without delay. The same obligations shall apply to any question, complaint or communication received by WorldAPP from any data protection regulator/authority or other organization tasked with enforcing data protection legislation relating to WorldAPP's provision of the services to Customer hereunder;
- e) make available to Customer all information necessary to demonstrate compliance with the obligations laid down in the applicable data protection legislation. At any time for the duration of the Master Services Agreement/ Terms of Use (as applicable), upon request from Customer, subject to the confidentiality obligations set forth in the Master Services Agreement/ Terms of Use (as applicable), on reasonable notice and during

WorldAPP's regular business hours, at Customer's expense, take such steps as may be in Customer's reasonable opinion to permit an appropriate audit, including inspections, of WorldAPP's compliance with the applicable data protection legislation.

- f) not disclose the Data to third parties without the prior written authorization from Customer, unless such disclosure is strictly required by law;
- g) not sub-contract any of its processing activities without Customer's prior written authorization and only on the basis that the same or substantially similar terms as those contained in this clause have been agreed to in the agreements with sub-contractors (sub-processors). In particular, sub-processors shall provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the applicable data protection legislation. Where the sub-processor fails to fulfil its data protection obligations, WorldAPP shall remain fully liable to Customer for the performance of the sub-processor's obligations;
- h) not use the Data for WorldAPP's own, or any third parties', purposes. WorldAPP shall take steps to ensure that any natural person acting under the authority of WorldAPP who has access to the Data does not process them except on instructions from Customer, unless he or she is required to do so by the applicable data protection law;
- i) upon the termination of the Master Services Agreement/ Terms of Use (as applicable) and with the exceptions set forth in the Master Services Agreement/ Terms of Use (as applicable) and this Agreement, at reasonable cost for time and materials, WorldAPP shall return all the Data to Customer and/or shall ensure that any of the Data which was stored on WorldAPP's production systems are securely deleted.

8. Data Breach.

8.1. In the event of a loss or compromise of Customer Data for which WorldAPP is responsible, WorldAPP agrees to comply with applicable data breach notification laws related to the protection of personal data.

8.2. WorldAPP agrees that in the event of the Data breach, WorldAPP shall:

- 8.2.1. without undue delay notify Customer after determination that a Data breach has occurred;
- 8.2.2. cooperate and assist Customer with any investigation of the Data breach;
- 8.2.3. mitigate to the extent practicable any potential harm to the individuals impacted by the Data breach; and
- 8.2.4. assist with the implementation of any remedial action, plan, or decision by applicable regulatory agency or law enforcement in response to the Data breach.

8.3. Notwithstanding the foregoing, WorldAPP shall have no responsibility under this Section for any Data breach that is directly or indirectly caused by Customer its employees, contractors, sub-contractors, agents, directors or any other persons related to Customer.

9. Customer shall indemnify and hold WorldAPP harmless against any and all claims demands, suits, proceedings and expenses, including reasonable attorneys' fees, made or brought against by a third party, including regulatory authorities, alleging that WorldAPP's processing of the Data is in breach of this Master Services Agreement/ Terms of Use (as applicable) and this Agreement or violates applicable law, if such violation resulted from the failure to comply with applicable data protection legislation by Customer.