

PIMLY DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") forms part of the Pimly Terms of Use or other written or electronic agreement between PIMLY and the other entity thereto ("Customer") for the purchase of subscriptions to online services (including associated PIMLY offline or mobile components) from PIMLY (identified either as "Service" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent PIMLY processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, PIMLY may Process Personal Data on behalf of Customer. PIMLY agrees to comply with the following provisions with respect to any Personal Data submitted by or for Customer to the Services, collected by or for Customer using the Services, and/or Processed by PIMLY in the provision of the Services to Customer.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of the main body of the DPA, and Schedule 1.
2. The DPA incorporates the EU Standard Contractual Clauses and Modules ("EU Standard Contractual Clauses") and the UK International Data Transfer Agreement ("UK Standard Contractual Clauses") to the extent that international transfers are required to effectuate processing.
3. To complete this DPA, Customer must send the completed and signed DPA and SCCs to PIMLY at privacy@Pimly.co. Upon receipt of the validly completed DPA by PIMLY at this email address, this DPA will become legally binding.

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the PIMLY entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with PIMLY or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the PIMLY entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity that is a party to the Agreement execute this DPA.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer's Agreement (including any existing data processing addendum to the Agreement).

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Australian Privacy Laws" means (a) the Privacy Act 1988 (Cth), (b) the Australian Privacy Principles contained in Schedule 1 to the Privacy Act 1988 (Cth) and (c) any other statute,

regulation or law in Australia or elsewhere relating to the protection of Personal Data in Australia.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws and Regulations, and (b) is permitted to use the Services pursuant to the Agreement between Customer and PIMLY.

"CCPA" means the California Consumer Privacy Act Cal. Civ. Code § 1798.100 et seq. and its implementing regulations.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer Data" means what is defined in the Agreement as "Customer Data" or "Your Data".

"Data Protection Laws and Regulations" means all laws and regulations, including (without limitation) the GDPR, the UK GDPR, the Data Protection Act 2018, Australian Privacy Laws and the CCPA, as applicable to the Processing of Personal Data hereunder.

"Data Subject" means the individual to whom Personal Data relates.

"PIMLY" means the Pimly entity which is a party to this DPA, as specified in the section "HOW THIS DPA APPLIES" above, being Pimly Inc., a company incorporated in Delaware, U.S.A.

"PIMLY Group" means PIMLY and its Affiliates engaged in the Processing of Personal Data.

"GDPR" means the 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).

"Personal Data" means any information relating to (i) an identified or identifiable natural person or household, and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data where processed in accordance with this DPA.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Processor" means the entity which processes Personal Data on behalf of the Controller including as applicable any "service provider" as that term is defined by the applicable Data Protection Laws and Regulations.

"Standard Contractual Clauses" means either the standard contractual clauses approved by the European Commission for the transfer of Personal Data to processors or those for the transfer of Personal Data to controllers (as the context requires), in each case established in third countries which do not ensure an adequate level of data protection, and current as at the date of the transfer (or, where the UK GDPR applies, any equivalent set of clauses approved by the UK Supervisory Authority, or other applicable authority in accordance with the Data Protection Laws and Regulations).

"Sub-processor" means any Processor engaged by PIMLY, by a member of the PIMLY Group or by another Sub-processor.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR or by the applicable Data Protection Laws and Regulations in the EEA, Switzerland and the UK.

"UK GDPR" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019. In this Contract, in circumstances where the UK GDPR applies, references to the GDPR and its provisions will be construed as references to the UK GDPR and its corresponding provisions, and references to EU or Member State law shall be construed as references to UK law.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data in the course of providing the Services to Customer pursuant to the Agreement, Customer is the Controller, PIMLY is a Processor and that PIMLY or members of the PIMLY Group will engage Sub-processors pursuant to clause 5 "Sub-processors" below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations including any applicable requirement to provide notice to Data Subjects of the use of PIMLY as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer represents that its use of the Services will not violate the rights of any Data Subject that has opted-out from the sale of or other disclosure of Personal Data, to the extent applicable under the CCPA, nor shall the use of the Services violate any rights of any Data Subject to the extent applicable under the Data Protection Laws and Regulations.

2.3 PIMLY's Processing of Personal Data. PIMLY shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. PIMLY is prohibited from: (i) selling the Personal Data; (ii) retaining, using, disclosing, or Processing Personal Data for any purpose other than for the specific purpose of performing the Services specified in the Agreement; including retaining, using, or disclosing the Personal Data for a commercial purpose other than providing the Services specified in the Agreement; (iii) retaining, using, or disclosing the Personal Data outside of the direct business relationship between Customer and PIMLY; or (iv) as legally required from time to time. PIMLY hereby confirms that it understands the restrictions set forth in this section and will comply with them.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by PIMLY is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Request. PIMLY shall, to the extent legally permitted, promptly notify Customer if PIMLY receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, PIMLY shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services,

does not have the ability to address a Data Subject Request, PIMLY shall upon Customer's request use commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent PIMLY is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from PIMLY's provision of such assistance.

4. PIMLY PERSONNEL

4.1 Confidentiality. PIMLY shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. PIMLY shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. PIMLY shall take commercially reasonable steps to ensure the reliability of any PIMLY personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. PIMLY shall ensure that PIMLY's access to Personal Data is limited to those personnel who require such access to perform the Agreement.

4.4 Data Protection Officer. Members of the PIMLY Group will appoint a data protection officer where such appointment is required by Data Protection Laws and Regulations. The appointed person may be reached at privacy@pimly.co

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) members of the PIMLY Group may be retained as Sub-processors; and (b) PIMLY and PIMLY's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. PIMLY or a PIMLY Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. An initial list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, will be provided prior to processing ("Sub-processor Lists"). Customer agrees that PIMLY may change Sub-processors subject to reasonable prior disclosure and that if Customer objects to a Sub-processor, it must inform PIMLY immediately.

5.3 Objection Right for New Sub-processors. Customer may object to PIMLY's use of a new Sub-processor by notifying PIMLY in writing within ten (10) business days after receipt of an Updated Sub-processor List. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, PIMLY will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If PIMLY is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by PIMLY without the use of the objected-to new Sub-processor, by providing written notice to PIMLY. PIMLY will refund to Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

5.4 Liability. PIMLY shall be liable for the acts and omissions of its Sub-processors to the same extent PIMLY would be liable if performing the services of each Sub-processor directly under the terms of this DPA, save as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Personal Data. PIMLY shall maintain administrative, physical and technical safeguards designed for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, including Personal Data, in accordance with Appendix 2/Annex 2 (as applicable) to the Standard Contractual Clauses. PIMLY will not materially decrease the overall security of the Services during a subscription term.

6.2 Attestations/Certifications. Upon Customer's written request no more frequently than once annually, PIMLY shall provide to Customer satisfactory documentation of its controls for the protection of Personal Data.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

PIMLY maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by PIMLY or its Sub-processors of which PIMLY becomes aware (a "Customer Data Incident"). PIMLY shall make reasonable endeavors to identify the cause of such Customer Data Incident and take those steps as PIMLY deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within PIMLY's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. DISCLOSURE OF CUSTOMER DATA

As of the date of this contract, PIMLY has not received any directive under Section 702 of the U.S. Foreign Intelligence Surveillance Act, codified at 50 U.S.C. § 1881a ("FISA Section 702").

PIMLY will not disclose Customer Data to law enforcement unless required by law. If law enforcement contacts PIMLY with a demand for Customer Data, PIMLY will attempt to redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, PIMLY will promptly notify Customer and provide a copy of the demand unless legally prohibited from doing so.

Upon receipt of any other third-party request for Customer Data, PIMLY will promptly notify Customer unless prohibited by law. PIMLY will reject the request unless required by law to comply. If the request is valid, PIMLY will attempt to redirect the third party to request the data directly from Customer.

PIMLY will not provide any third party: (a) direct, indirect, blanket, or unfettered access to Customer Data; (b) platform encryption keys used to secure Customer Data or the ability to break such encryption; or (c) access to Customer Data if PIMLY is aware that the data is to be used for purposes other than those stated in the third party's request.

In support of the above, PIMLY may provide Customer's basic contact information to the third party.

PIMLY will document and record the requests for access received from public authorities and the response provided, alongside a summary of the legal reasoning and the actors involved. When and to the extent legally permissible, PIMLY will provide these records to Customer, who may provide them to affected data subjects.

9. RETURN AND DELETION OF CUSTOMER DATA

PIMLY shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Agreement and Trust and Compliance Documentation (Security, Privacy and Architecture).

10. AUTHORIZED AFFILIATES

10.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between PIMLY and each such Authorized Affiliate subject to the provisions of the Agreement, this Clause 9, and Clause 10 below. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement, and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

10.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with PIMLY under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with PIMLY, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

10.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against PIMLY directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Clause 9.3.2, below).

10.3.2 The Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on PIMLY and its Sub-Processors by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

11. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and PIMLY, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" clause of the Agreement, and any reference in such clause to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, PIMLY's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and any Appendices thereto.

12. EUROPE AND UK-SPECIFIC PROVISIONS

12.1 GDPR. PIMLY will Process Personal Data in accordance with the GDPR and/or UK GDPR (as applicable) requirements directly applicable to PIMLY's provision of its Services.

12.2 Data Protection Impact Assessment. Upon Customer's request, PIMLY shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation

under the GDPR and/or UK GDPR (as applicable) to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to PIMLY. PIMLY shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Clause 9.2, to the extent required under the GDPR and/or UK GDPR (as applicable).

12.3 Transfer Mechanisms for Data Transfers. Subject to the terms of this DPA (including Clause 12.6 below), PIMLY utilizes the applicable Standard Contractual Clauses as the transfer mechanism to any online transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations. For transfers from the UK or pursuant to UK GDPR, the Standard Contractual Clauses contained at UK GDPR SCC shall apply. For transfers from the EEA or Switzerland or pursuant to GDPR, the Standard Contractual Clauses contained at EEA SCC shall apply, which contain the applicable modules available as between Controller and Processor. In the event that these standard clauses are amended, the amendments shall be incorporated by reference into this DPA. In the event that the Standard Contractual Clauses are invalidated in the future, the parties shall implement such other agreements and measures as necessary to comply with the law then in force.

12.4 It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the applicable Standard Contractual Clauses. Accordingly, if and to the extent the applicable Standard Contractual Clauses conflict with any provision of this DPA regarding the transfer of Personal data outside of the either the UK or the EEA (as appropriate), the Standard Contractual Clauses shall prevail to the extent of such conflict.

12.5 In the event that the form of the Standard Contractual Clauses referred to in Clause 12.3 is changed or replaced by the relevant authorities under Data Protection Laws and Regulations, the Customer as Controller should notify PIMLY as Processor of such form. Provided that such form is accurate and applicable to PIMLY as Processor, such form shall then be binding upon the parties when both parties have executed the revised form, subject to the expiration of a grace period, if any, determined by the relevant Supervisory Authorities.

12.6 Additional Terms for SCC Services (for Transfers from UK only).

12.6.1 Customers covered by the Standard Contractual Clauses. These Standard Contractual Clauses and the additional terms specified in this Clause 12.6 apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the SCC Services. For the purpose of the Standard Contractual Clauses and this Clause 12.6, the aforementioned entities shall be deemed "data exporters".

12.6.2 Instructions. This DPA and the Agreement are Customer's complete and final instructions at the time of signature of the Agreement to PIMLY for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the SCC Services and (c) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

12.6.3 Appointment of New Sub-processors and List of Current Sub-processors. Customer acknowledges and expressly agrees that (a) PIMLY's Affiliates may be retained as Sub-processors; and (b) PIMLY and PIMLY's Affiliates respectively may engage third-party

Sub-processors in connection with the provision of the SCC Services. PIMLY shall make available to Customer the current list of Sub-processors in accordance with Clause 5.2 of this DPA.

12.6.4 Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by PIMLY to Customer pursuant to the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by PIMLY beforehand; and, that such copies will be provided by PIMLY, in a manner to be determined in its discretion, only upon the written request of Customer.

12.6.5 Audits and Certifications. The parties agree that the audits described in the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, PIMLY shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of PIMLY and that has signed nondisclosure agreement reasonably acceptable to PIMLY) information regarding the PIMLY Group's compliance with the obligations set forth in this DPA in the form of PIMLY's SOC 1 report and, for its Sub-processors salesforce.com, inc. and its subsidiaries, the third-party certifications and audits set forth in the salesforce.com Security, Privacy and Architecture Documentation located at https://www.salesforce.com/content/dam/web/en_us/www/documents/legal/misc/salesforce-infrastructure-and-subprocessors.pdf to the extent salesforce.com makes them generally available to its customers. Following any notice by PIMLY to Customer of an actual or reasonably suspected unauthorized disclosure of Personal Data, upon Customer's reasonable belief that PIMLY is in breach of its obligations in respect of protection of Personal Data under this DPA, or if such audit is required by Customer's Supervisory Authority, Customer may contact PIMLY in accordance with the "Notices" Clause of the Agreement to request an audit at PIMLY's premises of the procedures relevant to the protection of Personal Data. Any such request shall occur no more than once annually, save in the event of an actual or reasonably suspected unauthorized access to Personal Data. Customer shall reimburse PIMLY for any time expended for any such on-site audit at the PIMLY Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and PIMLY shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by PIMLY. Customer shall promptly notify PIMLY with information regarding any non-compliance discovered during the course of an audit.

12.6.6 Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail to the extent of such conflict.

13. Legal Effect

This DPA shall only become legally binding between Customer and PIMLY when the formalities steps set out in the section "HOW TO EXECUTE THIS DPA" above have been fully completed.

List of Schedules

Schedule 1: Details of the Processing

The parties' authorized signatories have duly executed this Agreement.

SCHEDULE 1

Details of the Processing

Nature and Purpose of Processing

PIMLY will Process Personal Data as necessary to provide the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

If Customer has subscribed to AI-enabled features of the Services (including the Pimly Product Intelligence Platform), PIMLY will additionally Process Personal Data for the following purposes: (i) ingesting and processing unstructured documents (such as PDF files) uploaded or otherwise provided to the Services, including creating AI embeddings, vector representations, and searchable indexes of document content for use in AI-powered search and retrieval features; (ii) transmitting document content and associated metadata to AI inference services, which may include third-party Sub-processors, for the purpose of generating AI-assisted responses, product intelligence outputs, and recommendations within the Services; and (iii) logging AI-related queries, responses, and usage metrics for the purpose of service operation, debugging, security monitoring, and quality assurance. PIMLY will not use Personal Data Processed by PIMLY to train or improve generalized AI or machine learning models that benefit customers other than the Customer whose data is being Processed.

Duration of Processing

Subject to Clause 8 of the DPA, PIMLY will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners, vendors and subcontractors of Customer (who are natural persons)
- Employees or contact persons of Customer's customers, business partners, vendors and subcontractors
- Employees, agents, advisors, contractors, and freelancers of Customer (who are natural persons), and their family members
- Customer's Users authorized by the data exporter to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)