

EXHIBIT B
DATA PROCESSING ADDENDUM

This Data Processing Addendum, including its Schedules and Appendices, (“DPA”) forms part of the Master Subscription Agreement or other written or electronic agreement between MRBD and Customer for the purchase of online services (including associated MRBD offline or mobile components) from MRBD (the “Agreement”) to reflect the parties’ agreement with regards to the Processing of Personal Data.

In the course of providing the Services to Customer pursuant to the Agreement, MRBD may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

DATA PROCESSING TERMS

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.

“**Authorized Affiliate**” means any of Customer’s Affiliate(s) which is permitted to use the Services pursuant to the Agreement between Customer and MRBD, but has not signed its own SOW with MRBD and is not a “Customer” as defined under this DPA.

“**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**” means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed SOWs.

“**Customer Data**” means what is defined in the Agreement as “Customer Data” or “Your Data”, provided that such data is electronic data and information submitted by or for Customer to the Services. This DPA does not apply to Content or Non-MRBD Applications as defined in the Agreement or, if not defined in the Agreement, as defined in the Master Subscription Agreement.

“**Data Protection Laws and Regulations**” means all laws and regulations, including laws and regulations of the United States and its states, applicable to the Processing of Personal Data under the Agreement as amended from time to time.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**MRBD**” means MRB Direct, Inc.

“**Personal Data**” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

“**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, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “MRBD” as that term is defined by the CCPA.

“**Sub-processor**” means any Processor engaged by MRBD.

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, Customer is the Controller, MRBD is the Processor and that MRBD will engage Sub-processors pursuant to the requirements set forth in Section 4 “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 MRBD 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 specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

2.3 MRBD's Processing of Personal Data. MRBD shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable SOW(s) or Order Forms; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Customer represents and warrants that all Personal Data shall be from persons located in the United States.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by MRBD is the performance of the Services pursuant to the Agreement and applicable SOW(s) or Order Forms. 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. MRBD PERSONNEL

3.1 Confidentiality. MRBD 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. MRBD shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

3.2 Limitation of Access. MRBD shall ensure that MRBD's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

3.3 Data Protection Officer. The data protection officer (also known as the Security Officer) may be reached upon request.

4. SUB-PROCESSORS

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

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

5. SECURITY

5.1 Controls for the Protection of Customer Data. MRBD shall maintain appropriate technical and organizational measures 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. MRBD regularly monitors compliance with these measures. MRBD will not materially decrease the overall security of the Services during the Term of the Services.

5.2 Data Protection Impact Assessment. Upon Customer's request, MRBD shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the Data Protection Laws and Regulations 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 MRBD.

6. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

MRBD 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 MRBD or its Sub-processors of which MRBD becomes aware (a "Customer Data Incident"). MRBD shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as MRBD deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within MRBD's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

7. RETURN AND DELETION OF CUSTOMER DATA

MRBD shall return Customer Data to Customer and, to the extent allowed by applicable law, may delete Customer Data in accordance with the procedures and timeframes outlined in the Agreement.

8. AUTHORIZED AFFILIATES

8.1 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 MRBD and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 8 and Section 9. 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 and Content 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.

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

8.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with MRBD, 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:

8.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against MRBD 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 itself and all of its Authorized Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2 The parties agree that 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 MRBD and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

9. 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 MRBD, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section 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, MRBD's and its Affiliates' total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the 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.

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

MRBD will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 7 of the DPA, MRBD 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 and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer 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)
- ID data
- Professional life data
- Personal life data
- Localization data