DATA PROCESSING AGREEMENT

Effective Date: [publication date]

This Data Processing Agreement ("**DPA**") forms an integral part of the Asapty Terms of Service available at https://asapty.com/terms and any separate agreement between Asapty Limited OY ("**Asapty**") and the Customer for the provision of Services (together, the "**Agreement**").

This DPA applies to the extent that Asapty Processes Personal Data on behalf of the Customer in connection with the Services.

1. Definitions

1.1 Capitalised terms not defined in this DPA have the meaning given in the Agreement.

1.2 For the purposes of this DPA:

"Applicable Data Protection Law" means the EU General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"), the UK General Data Protection Regulation ("**UK GDPR**"), and any other data protection or privacy laws applicable to the Processing of Personal Data under this DPA.

"Customer Personal Data" means Personal Data Processed by Asapty on behalf of the Customer in connection with the Services.

"EEA" means the European Economic Area.

"Personal Data", "Processing", "Controller", "Processor", "Data Subject", "Personal Data Breach", "Supervisory Authority" have the meanings given in the GDPR.

"Standard Contractual Clauses" or "**SCC**" means the standard contractual clauses adopted by the European Commission under Commission Implementing Decision (EU) 2021/914 of 4 June 2021.

"Sub-processor" means any third party engaged by Asapty to Process Customer Personal Data.

"UK Addendum" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner's Office.

2. Roles and Scope

2.1 With respect to Customer Personal Data, the Customer is the Controller and Asapty is the Processor.

2.2 Where the Customer acts itself as a Processor on behalf of a third-party controller, the Customer represents that it has all necessary authorisations from that controller to engage Asapty as a Sub-processor under this DPA.

2.3 This DPA does not apply to Personal Data Processed by Asapty as a Controller, including Personal Data of the Customer or its representatives collected for account administration, billing, communications, or Service improvement. Such Processing is governed by the Asapty Privacy Policy available at https://asapty.com/docs/privacy-policy.

3. Commencement and Term

3.1 This DPA takes effect at the moment Asapty first Processes Customer Personal Data on behalf of the Customer. In practice, this occurs when the Customer connects its Apple Ads account, integrates third-party data sources, or otherwise enables Asapty to access or Process Personal Data on its behalf in connection with the Services.

3.2 This DPA remains in effect for as long as Asapty Processes Customer Personal Data and until deletion or return of Customer Personal Data in accordance with Section 15.

4. Processing Instructions

4.1 Asapty shall Process Customer Personal Data only on the documented instructions of the Customer, including with regard to transfers of Personal Data to a third country, unless required to do so by law to which Asapty is subject.

4.2 The Customer's instructions are set out in this DPA, the Agreement, the Customer's use and configuration of the Services, and any other written instructions communicated by the Customer to Asapty.

4.3 If Asapty is legally required to Process Customer Personal Data other than as instructed by the Customer, Asapty shall inform the Customer of that legal requirement before Processing, unless the law prohibits such information on important grounds of public interest.

4.4 If Asapty considers that an instruction from the Customer infringes Applicable Data Protection Law, Asapty shall inform the Customer without undue delay.

5. Details of Processing

5.1 **Subject matter and duration.** The subject matter of the Processing is the provision of the Services under the Agreement. The duration of the Processing is the term of the Agreement plus any period required for return or deletion of Customer Personal Data.

5.2 **Nature and purpose.** Asapty Processes Customer Personal Data for the purpose of providing the Services, including managing and optimising Apple Ads campaigns, applying

automated rules, revenue integrations, benchmark-based rules, providing Custom Product Page recommendations, and delivering related analytics and reporting.

5.3 **Categories of Personal Data.** Customer Personal Data may include: email addresses, device identifiers, IP addresses, traffic sources, application usage data, campaign engagement data, conversion events, cookies and similar identifiers, and other data provided by or generated through the Customer's use of the Services.

5.4 **Categories of Data Subjects.** Data Subjects may include: end-users of the Customer's mobile applications, individuals exposed to the Customer's advertising content, and other individuals whose Personal Data is Processed in connection with the Services.

6. Confidentiality

6.1 Asapty shall ensure that persons authorised to Process Customer Personal Data (including employees, contractors, and other personnel) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

7. Security

7.1 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 Data Subjects, Asapty shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR.

8. Sub-processors

8.1 The Customer provides Asapty with general authorisation to engage Sub-processors to Process Customer Personal Data in connection with the Services.

8.2 A list of current Sub-processors is available at https://asapty.com/subprocessors (the "**Sub-processor List**"). It is the Customer's responsibility to review the Sub-processor List for changes.

8.3 Asapty shall publish any intended addition or replacement of Sub-processors on the Sub-processor List at least ten (10) business days before the change takes effect.

8.4 The Customer may object to the addition or replacement of a Sub-processor on reasonable data protection grounds within five (5) business days after such publication, by written notice to legal@asapty.com setting out the grounds for the objection.

8.5 Where the Customer raises a reasonable objection, the Parties shall discuss in good faith. If no resolution is reached within thirty (30) days, the Customer may terminate the affected part of

the Services without penalty. Absent such objection within the period set out in Section 8.4, the change is deemed accepted.

8.6 Asapty shall impose data protection obligations on each Sub-processor that are no less protective than those set out in this DPA and shall remain liable to the Customer for the acts and omissions of its Sub-processors.

9. Data Subject Requests

9.1 Taking into account the nature of the Processing, Asapty shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, to fulfil the Customer's obligation to respond to requests from Data Subjects exercising their rights under Applicable Data Protection Law.

9.2 If Asapty receives a request from a Data Subject relating to Customer Personal Data, Asapty shall promptly forward the request to the Customer and shall not respond to the Data Subject except on the documented instructions of the Customer or as required by law.

10. Assistance with Compliance Obligations

10.1 Asapty shall, taking into account the nature of Processing and the information available to it, provide reasonable assistance to the Customer in ensuring compliance with the Customer's obligations under Articles 32 to 36 of the GDPR, including security of Processing, notification of Personal Data Breaches, data protection impact assessments, and prior consultation with Supervisory Authorities.

11. Personal Data Breach

11.1 Asapty shall notify the Customer without undue delay, and where feasible within 72 hours, after becoming aware of a Personal Data Breach affecting Customer Personal Data.

11.2 Such notification shall include, to the extent then known: the nature of the breach; the categories and approximate number of Data Subjects and Personal Data records concerned; the likely consequences of the breach; and the measures taken or proposed to address the breach.

11.3 Where not all information is available at the time of initial notification, Asapty shall provide further information as it becomes available without undue delay.

12. Government and Third-Party Requests

12.1 If Asapty receives a legally binding request from a public authority, law enforcement agency, court, or any other third party for the disclosure of Customer Personal Data, Asapty shall:

(a) promptly notify the Customer of the request, unless such notification is prohibited by applicable law;

(b) where permitted, refer the requesting party to the Customer as the Controller of the Customer Personal Data;

(c) use commercially reasonable efforts to challenge any request that is unlawful, disproportionate, or overly broad, including seeking to limit the scope of the request; and

(d) not disclose Customer Personal Data unless legally required to do so.

12.2 Asapty shall not disclose Customer Personal Data to any third party in the absence of a legally binding obligation or the Customer's prior written consent.

13. International Transfers

13.1 Asapty is established in Finland (EEA) and Processes Customer Personal Data primarily within the EEA. Transfers of Customer Personal Data from the Customer to Asapty do not, in themselves, constitute an international transfer requiring specific safeguards under Applicable Data Protection Law.

13.2 Where Asapty engages Sub-processors located outside the EEA or the United Kingdom, Asapty shall ensure that such onward transfers are made in accordance with Applicable Data Protection Law, including where required through:

(a) the Standard Contractual Clauses between Asapty and the Sub-processor; and

(b) for transfers involving Personal Data subject to UK GDPR, the UK Addendum in conjunction with the SCC.

13.3 The Customer authorises Asapty to enter into such Standard Contractual Clauses and the UK Addendum with Sub-processors on behalf of the Customer where required under Applicable Data Protection Law.

14. Information Requests

14.1 Asapty shall make available to the Customer, upon reasonable prior written request, information reasonably necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.

14.2 Where the information provided under Section 14.1 is not sufficient to demonstrate compliance and the Customer reasonably requires further verification, the Customer may, subject to Section 14.3, request an audit or inspection of Asapty's processing activities relating to Customer Personal Data.

14.3 Any audit under Section 14.2 shall be subject to the following conditions:

(a) audits shall be conducted no more than once per calendar year, except where required by a Supervisory Authority or following a substantiated Personal Data Breach;

(b) the Customer shall provide at least thirty (30) days' prior written notice;

(c) the Customer and any auditor mandated by the Customer shall execute confidentiality undertakings acceptable to Asapty prior to the audit;

(d) audits shall be conducted during Asapty's normal business hours, in a manner that does not unreasonably interfere with Asapty's operations, and shall not extend to data or systems of other customers of Asapty;

(e) the Customer shall bear all costs of the audit, including Asapty's reasonable costs of participating;

(f) Asapty may satisfy its obligations under this Section by providing copies of relevant third-party certifications, audit reports, or written responses to security questionnaires.

15. Return or Deletion of Personal Data

15.1 Upon termination or expiry of the Agreement, Asapty shall, at the choice of the Customer, delete or return all Customer Personal Data and delete existing copies, unless retention is required by applicable law.

15.2 The Customer shall notify Asapty of its choice within thirty (30) days after termination of the Agreement. If the Customer does not make a choice within this period, Asapty may delete the Customer Personal Data.

15.3 Asapty may retain Customer Personal Data to the extent required by applicable law, or in backup systems from which restoration is not routinely possible, provided that Asapty ensures the confidentiality of such Personal Data and Processes it only as necessary for the purpose(s) for which it is retained.

16. Liability

16.1 The liability of each Party under or in connection with this DPA is subject to the limitations and exclusions of liability set out in the Agreement.

16.2 For the avoidance of doubt, nothing in this DPA excludes or limits either Party's liability that cannot be excluded or limited under Applicable Data Protection Law.

17. Conflict and Precedence

17.1 In case of any conflict between this DPA and the Agreement regarding the Processing of Customer Personal Data, this DPA prevails.

17.2 In case of any conflict between this DPA and the Standard Contractual Clauses referenced in Section 13, the Standard Contractual Clauses prevail.

18. Governing Law and Jurisdiction

18.1 This DPA is governed by the laws of Finland.

18.2 Any dispute arising out of or in connection with this DPA shall be subject to the jurisdiction agreed in the Agreement.

19. Changes to this DPA

19.1 Asapty may update this DPA from time to time. Updated versions are published at https://asapty.com/dpa.

19.2 It is the Customer's responsibility to review the DPA periodically. Continued use of the Services after publication of an updated DPA constitutes acceptance of the updated version.

19.3 Updates shall not materially reduce the level of protection afforded to Customer Personal Data.