APPENDIX 1 DATA PROCESSING AGREEMENT

This Data protection agreement (the "DPA") has been entered into between Factbird ("Supplier" and the customer ("Customer").

The Supplier and the Customer hereinafter collectively referred to as the "Parties" and separately, as a "Party".

Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this DPA shall have the meanings ascribed to them in the End User License Agreement.

WHEREAS

(A) The Customer is the data controller of "personal data" which will be processed in connection with the provision of the services set out in Appendix 1.1.

(B) The Supplier processes personal data on behalf of- and by instruction from the Customer and, consequently, is a data processor for the Customer.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Data covered by the DPA

1.1 The scope of the services to be provided to the Customer (the "Services") is set out in EULA.

1.2 "Personal Data" means any information relating to an identified or identifiable natural person (the "Data Subject"). The personal data to be processed by the Supplier through the performance of the Services concerns the categories of data, the categories of Data Subjects and the purposes of the processing set out in Appendix 1.1.

1.3 The Supplier and the Customer may at any time agree to change the scope of the DPA by replacing Appendix 1.1 with a new version or by issuing supplemental appendices to Appendix 1.1.

1.4 In Appendix 1.1, the Supplier has stated the processing locations used to provide the Services. The Supplier undertakes to keep the information about the locations updated by providing a prior written notice of three months to the Customer. This does not require a formal amendment of Appendix 1.1; prior written notice by mail or email suffices.

1.5 Any reference to "Personal Data" under this DPA applies to other information, which has been made confidential by law or agreement to the extent such information is processed.

2. Duration of DPA and termination

2.1 This DPA is effective as from the date hereof and is valid until terminated by either Party.

2.2 Irrespective of Clause 2.1, this DPA is valid for as long as the processing of Personal Data continues. Irrespective of any other agreements entered into between the Supplier and the Customer, the Supplier's processing and storage- of the Customers' Personal Data as described and instructed by the Customer in Appendix 1.1, is not limited by time but will last until the Customer in writing requests either its deletion or return to the Customer.

2.3 Each Party may terminate the DPA in accordance with the ordinary rules of the applicable law, see Clause 9. The Supplier may also terminate the DPA without notice if an authority having competence to do so by law, orders that the DPA is terminated.

2.4 Any processing of Personal Data covered by the DPA must comply with the requirements set out in relevant legislation, and none of the Parties can rely on the contents of this DPA, to the extent that this would mean non-compliance with relevant legislation.

2.5 The Supplier must in a loyal manner cooperate with the Customer in order to transfer the performance of the Services to another supplier or to the Customer. The Supplier must on request amend, transfer or delete any Personal Data that the Supplier is processing for the Customer, if the customer has been asked to do so by the Data Subject.

3. Intellectual property rights

3.1 The Customer maintains the right of control of, title to, ownership of and copyright to Personal Data and other information that is made available to the Supplier in accordance with this DPA or follows from the Supplier's performance of the DPA unless stipulated otherwise in writing.

4. Processing of Personal Data

4.1 The Supplier is instructed to process the Customer's Personal Data for the purpose of providing the Services and in accordance with the applicable data protection legislation or other regulation. The Customer shall inform the

Supplier if, in his opinion, an instruction is in violation of the abovementioned legislation.

4.2 The Supplier will comply with the requirements of a data processor and the Customer will comply with the requirements of a data controller, each under the applicable data protection legislation.

4.3 Each Party shall obtain and maintain, throughout the term of this DPA, all necessary registrations or notifications, which such Party is obliged to obtain and maintain pursuant to applicable data protection legislation or regulation.

5. Data security

5.1 The Supplier shall implement and maintain the appropriate technical and organizational security measures against:

(i) accidental or unlawful destruction, loss or alteration;
(ii) unauthorized disclosure or abuse; or
(iii) other unlawful processing.

5.2 The Supplier must also comply with the data security requirements that apply to the Customer and with other applicable data security requirements that are directly incumbent on the Supplier; for instance the data security requirements in the country of establishment of the Supplier or in the countries where the Services will be used.

5.3 The appropriate technical and organizational security measures must be determined with due regard to

(i) state of the art measures;
(ii) the cost of their implementation; and
(iii) ensuring a level of security appropriate for the risks represented by the processing and the nature of the Personal Data to be protected.

5.4 Appendix 1.1 sets out the minimum technical and organizational security measures applicable to the processing operations, which at all times must be implemented and maintained. The Supplier must, however, also ensure compliance with Clause 5.1 and implement and maintain the necessary technical and organizational security measures; even if such measures are not set out in Appendix 1.1.

5.5 The Supplier shall on request provide the Customer with sufficient information to enable the Customer to ensure that the appropriate technical and organizational security measures have been implemented.

5.6 The Customer is entitled, at its own cost, to appoint an expert who shall review the Supplier's technical setup and receive the necessary information in order to be able to audit whether the Supplier has implemented and maintained said technical and organizational security measures. The expert shall treat all information obtained from the Supplier confidentially and may only pass on its conclusions to the Customer. The Supplier receives a copy of the expert's report.

5.7 The Supplier must provide information related to the provision of the Services to authorities or the Customer's external consultants, if this is necessary for the performance of their duties.

5.8 The Supplier must give authorities who by law have a right to enter the Customer's or the Customer's supplier's facilities, or representatives of the authorities, access to the Supplier's physical facilities against proper proof of identity.

5.9 The Supplier must notify the Customer without undue delay about:

(i) any request for disclosure of Personal Data processed under the DPA by authorities, unless expressly prohibited under law e.g. to preserve the confidentiality of a law enforcement investigation;
(ii) any accidental or unauthorised disclosure of or access to Personal Data processed under the DPA, or other failure to comply with the Supplier's obligations under Clause 5.1, or any suspicion thereof; and
(iii) any request for information received directly from the Data Subjects or from third-parties without responding to that request, unless it has been otherwise authorised to do so.

5.10 The Supplier may subcontract its processing operations performed on behalf of the Customer (a "Sub-Processor") under the DPA without the prior written consent of the Customer, provided that the Supplier notifies the Customer in writing about the identity of a potential Sub-Processor (and its sub-processors, if any) before any agreements are made with the relevant Sub-Processors and before the relevant Sub-Processor processes any of the Personal Data.

5.11 The Customer agrees to the Suppliers' use of the Sub-Processors listed in Appendix 1.1 in order to deliver the Service as agreed between the parties. Where the Supplier engages other Sub-Processors, the Supplier shall be obliged to pass on the Suppliers' contractual obligations to such Sub-Processors as set out in this DPA. Where the Supplier engages a Sub-Processor, the Supplier is obliged to ensure that such Sub-Processor signs a

data processing agreement, which has corresponding data protection obligations not less stringent than the obligations set out in this DPA. The Supplier remains fully liable towards the Customer for the Sub-processors' processing. This shall apply in particular, but shall not be limited to, the contractual requirements for confidentiality, data protection and data security stipulated between the Parties. The Supplier shall notify the Customer of the termination of an agreement with a Sub-Processor regarding the processing of Personal Data covered by this DPA. The fact that the Customer has consented to the Supplier's use of a Sub-Processor is without prejudice for the Supplier's duty to comply with the DPA.

5.12 The Supplier may not transfer or permit the transfer of Personal Data to any territory outside the EU/EEA Area without the Customer's prior written consent. Where the Customer has permitted such a transfer, the Supplier must ensure that there is a legal basis for the transfer of said data. Such lawful bases may include, without limitation, (i) the European Commission's decision that the country or territory to where the personal data is transferred ensures an adequate level of protection of personal data, (ii) the European Commission-approved standard contractual clauses for the transfer of personal data by a data controller established within the EU/EEA to a data processor established outside the EU/EEA (Standard Contractual Clauses), incorporated into the contract between the transferor and the transferee.

5.13 The Supplier will assist the Customer with meeting obligations that may be incumbent on the Customer according to relevant laws or regulations where the assistance of the Supplier is necessary for the Customer to comply with these obligations. Such assistance includes assistance to the Customer in connection with accommodating data subjects exercising their rights under GDPR art. 15-20 as well as in connection with handling of a data breach.

5.14 Processing instructions from the Customer inside the scope of this DPA, which are more burdensome than what can be expected from the Supplier, shall result in the Customer paying such reasonable costs to the Supplier.

5.15 Processing otherwise outside the scope of this DPA will require prior written agreement between the Customer and the Supplier regarding additional instructions for processing. Should the Customer's instructions result in costs on the Supplier outside what is included in the Services as specified in Appendix 1.1, the Customer shall pay such reasonable costs to the Supplier.

6. Confidentiality

6.1 The Supplier shall keep Personal Data confidential and thus, is entitled to use the personal data only in order to fulfil its obligations according to the DPA.

6.2 The terms of this Clause 6 apply to any of the Supplier's employees, if the Supplier is a legal entity. Furthermore, the Supplier undertakes to limit the access to Personal Data to employees for whom access to said data is necessary.

7. Amendments and assignment

7.1 The Parties may at any time agree to amend this DPA. Amendments must be in writing and executed by duly authorized representatives.

8. Indemnity

8.1 The Customer agrees to indemnify and defend the Supplier against all claims and proceedings and all liability, loss, fines, costs and expenses incurred by the Supplier as a result of breach of the DPA or applicable laws by the Customer, its employees, Sub-Processors or agents in the Supplier's performance of the Services, the DPA or as otherwise agreed between the Parties.

9. Law, jurisdiction and priority

9.1 This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Denmark and disregarding its rules on choice of law.

9.2 Any dispute arising out of or in connection with this Agreement, including any disputes regarding the existence, validity or termination, shall be settled by simplified arbitration arranged by Danish Arbitration in accordance with the rules of simplified arbitration procedure adopted by Danish Arbitration and in force at the time when such proceedings are commenced.

9.3 The above arbitration clause does not imply a waiver of any preliminary remedies such as – for instance – preliminary injunction or of any penalties such as – for instance – liquidated damages (in Danish: "konventionalbod").

9.4 If any of the provisions of the DPA conflict with the provisions of any other written or oral agreement concluded between the Parties, then the provisions of the DPA shall prevail.

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APPENDIX 1.1 - WORK ORDER

This document ("Work Order") is agreed under the data processing agreement (previously defined as the "DPA"). Terms defined in the DPA have the same meaning when used in this Work Order.

1. The processing operations

1.1 Processing operations

The Supplier is to provide Services for - and on behalf of the Customer by providing the Customer with a software service as specified in EULA Clause 1. The Customer has instructed the Supplier to access and store the Customers' data as a prerequisite for the Suppliers successful delivery of the Services. The Customer has instructed the Supplier to use the processed data for the Supplier to deliver better Services to the Customer on a continuous basis. The Supplier's processing and storage- of the Customers' Personal Data as described above, is not limited by time but will last until the Customer in writing requests either its deletion or return to the customer.

1.2 Processing location(s)

- Mixpanel: Eemshaven, Netherlands (Google Cloud Platform's Europe-West 4 data center)
- AWS: Dublin, Ireland

1.3 Data Subjects

The Data Subjects are Users of the software services, and
Persons whose data is contained in the documentation uploaded by the Customer, and in data made available to the Supplier in the software system.

1.4 Categories of data

For each Data Subject the following Personal Data can been identified: Name, e-mail addresses, phone number, company name