

## UNITED STATES DATA PROTECTION ADDENDUM

This United States Data Protection Addendum (“US DPA” or “**Addendum**”) is supplemental to and forms an integral part of the agreement entered into between the parties (“MSA” or “Agreement”), and upon execution of the service order, is incorporated by reference into the Agreement. In the event of any conflict or inconsistency with the terms of the MSA relating to the subject matter of this US DPA, this US DPA will take precedence over the terms of the Agreement to the extent of such conflict or inconsistency. This DPA replaces all previous agreements or addendums relating to the subject matter hereunder.

### DATA PROTECTION TERMS AND CONDITIONS

PowerReviews’ provision of the Services (defined below) to Client (including its affiliated companies, subsidiaries and holding company (collectively, “Client”) under the Agreement may require PowerReviews to have access to (or collect on Client’s behalf) Personal Information related to Consumers (“**Client Personal Information**”). Client Personal Information does not include publicly available information as defined under Data Protection Laws. The purpose of this Addendum is to clarify 1) the nature of the relationship between Client and PowerReviews; and 2) PowerReviews’ obligations with respect to that Client Personal Information and ensure compliance with “**Data Protection Laws**”, which for the purposes of this Addendum, mean all laws relating to the collection, processing, and sharing of consumer personal information, without limitation, as defined by the California Consumer Privacy Act of 2018, (California Civil Code §§ 1798.100 *et seq.*) the California Privacy Rights Act of 2020, the Virginia Consumer Data Protection Act (Va. Code Ann. Tit. 59.1, Ch. 53, *et seq.*), the Colorado Privacy Act (Colo. Rev. Stat. Ann. §§ 6-1-1302, *et seq.*), the Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101, *et seq.*), the Connecticut Data Privacy Act (S.B. 6, 2022 Gen. Assemb., Reg. Sess.), the Iowa Consumer Data Protection Act, the Indiana Consumer Data Protection Act, the Montana Consumer Data Privacy Act, the Tennessee Information Protection Act, the Texas Data Privacy and Security Act, and any other state or national laws applicable to the scope of the Services, including any implementing national laws, any regulatory requirements, guidance and codes of practice applicable to the processing or Client Personal Data, and any other United States state privacy legislation of similar scope to the aforementioned statutes that become enforceable after execution of this Addendum, and any implementing regulations adopted thereunder (all of which as may be amended from time to time).

PowerReviews is a “Service Provider” as defined by the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020, a “Processor” as defined by the Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, the Connecticut Data Privacy Act, and any other term similar in meaning as those terms are understood pursuant to the Data Protection Laws.

In the event that there is any ambiguity as to the meaning of a term used in this Addendum, the term shall have the meaning set forth in the applicable Data Protection Laws, or the Agreement, as applicable. Accordingly, Client and PowerReviews each agree as follows with regard to Client Personal Information collected or processed by PowerReviews as a Service Provider:

1. **Compliance with Laws.** PowerReviews and Client each represents and warrants that it will comply with the Data Protection Laws, including all regulations that have been or are further enacted relating thereto, and other similar applicable laws and regulations applicable to each party’s role and obligations as defined therein.
2. **Purpose of Processing Client Personal Information.** Client represents that it has all rights necessary to provide Client Personal Information to PowerReviews in connection with providing the Services. Any Client Personal Information that Client discloses to, transfers, or permits access by PowerReviews in connection with the Services is disclosed, transferred, or permitted solely for the limited and specified business purpose(s) set forth below (the “**Services**”): collecting and presenting of individual user’s reviews and their public presentation, marketing of Client’s goods and services as well as improving the quality of Client’s goods and services, analyzing and moderating user-generated content on behalf of Client, and storing user-generated content on behalf of Client.

3. Client and PowerReviews agree that any provision or transfer of Client Personal Information by or on behalf of Client to PowerReviews under the Agreement is done in the context of PowerReviews acting as a Service Provider and is not a Sale of such data and shall not otherwise be for any monetary or other consideration. Further, no Client Personal Information is shared for targeted or cross-contextual advertising purposes.
4. **Consumer Requests.** PowerReviews will provide reasonable assistance to Client, upon written request, for the purpose of responding to, complying with, and otherwise fulfilling Client's obligations in relation to consumer requests that are required by Data Protection Laws or other applicable law as determined by Client ("**Consumer Requests**"). If PowerReviews receives a request from a Consumer associated with Client Personal Information, PowerReviews will inform the Consumer that PowerReviews is a Service Provider, and that the Consumer should contact the Client directly.
5. **PowerReviews' Treatment of Client Personal Information.** In the course of providing Services to Client and in connection with Client Personal Information it receives, accesses, transfers, or collects in connection with the Services, PowerReviews agrees that it will:
  - a. not access, retain, use, or disclose Client Personal Information for any purpose other than as needed to perform the Services under the Agreement, as outlined in Section 2 of this Addendum, or as otherwise permitted by the Data Protection Laws or other applicable law;
  - b. not access, retain, use, or disclose Client Personal Information for a commercial purpose other than as needed to perform the Services under the Agreement;
  - c. not access, retain, use, or disclose Client Personal Information outside of the direct business relationship between PowerReviews and Client other than as needed to perform the Services under the Agreement;
  - d. treat all Client Personal Data as "Confidential Information" under the confidentiality provisions in the Agreement;
  - e. not collect any additional Client Personal Information from any Data Subject other than as strictly required to perform the Services for Client;
  - f. not sell, share (as "sell" and "share" are understood under applicable Data Protection Laws), or license to any third party, or use for the benefit of any third party, any Client Personal Information.
  - g. notify Client if it makes a determination that it can no longer meet its obligations under the Data Protection Laws or applicable laws.
  - h. include terms in the contract between PowerReviews and each subcontractor that are materially similar to the terms set out in this Addendum, in the event PowerReviews engages any subcontractors who will process Client Personal Information.
  - i. permit Client to take reasonable and appropriate steps to ensure PowerReviews uses Client Personal Information in a manner consistent with Data Protection Laws;
  - j. permit Client the right, upon notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Client Personal Information by PowerReviews;
  - k. except as may be necessary in connection with the provision of the Services, not co-mingle or combine Client Personal Information with the data of any third party, other than as strictly required to perform the Services for Client; and
  - l. not attempt to identify or re-identify any Data Subject and not associate any personal information with any Data Subject or any Data Subjects' online activity, other than as strictly required to provide Services for Client.
6. **Subcontractors.** In connection with providing the Services, PowerReviews will engage the following subcontractors who will process Client Personal Information:

With respect to each approved subcontractor, PowerReviews shall include terms in the contract between PowerReviews and each subcontractor that are materially similar to the terms set out in this Addendum and remain fully liable to Client for the actions of subcontractors in relation to the Client Personal Information. PowerReviews shall give Client prior notice of the appointment of any new subcontractors and if within 30

days of the date of notice, Client notifies PowerReviews in writing of any reasonable objections to the subcontractor, the parties will work together to resolve any objections amicably and in good faith.

7. **Data Protection Assessments**. PowerReviews shall provide reasonable assistance to Client with any data protection assessments which are required under applicable Data Protection Laws in relation to PowerReviews' processing of Client Personal Information.
8. **Relevant Records and Audit Rights**. Where required by applicable Data Protection Laws, and upon Client's request, PowerReviews shall make available to Client Personal Information reasonably necessary to demonstrate compliance with this Addendum and/or applicable Data Protection Laws.
9. **Security & Data Breach**. PowerReviews shall implement reasonable and appropriate industry standard technical and organizational measures to protect Client Personal Information. PowerReviews shall notify Client promptly upon PowerReviews' or any of PowerReviews' subcontractors becoming aware of an unauthorized access and exfiltration, theft, or disclosure potentially affecting Client Personal Information, and will provide Client with sufficient information to allow Client to meet any obligations to report or inform data subjects or relevant regulators of the incident.
10. **Return of Client Personal Information**. PowerReviews will, upon written request, at Client's option, (a) promptly return to Client all Client Personal Information and destroy any remnant copies that remain in its possession or under its control or (b) promptly destroy all Client Personal Information such that it is physically and logically irrecoverable.
11. **Limitation of Liability**. This Addendum is subject to the limitations of liability and consequential and other damage waivers and disclaimers set forth in the Agreement.
12. **Certification**. PowerReviews certifies that it understands and will comply with the restrictions on the use of Client Personal Information in connection with providing the Services.
13. **Changes In Data Protection Laws**. Should any Data Protection Laws materially change in any respect as to jeopardize the suitability of this Addendum in conforming to any new or amended Data Protection Laws ("**New Laws**"), PowerReviews may propose amendments to this Addendum which PowerReviews reasonably considers to be necessary to address the requirements of any New Laws ("**Proposed Amendments**"). Both PowerReviews and Client shall negotiate any Proposed Amendments in good faith, with Client's written consent not to be unreasonably withheld. Notwithstanding any termination provisions in the Agreement, should Client refuse any Proposed Amendments, PowerReviews may terminate the Agreement (including the Addendum) immediately with no liability to PowerReviews.