

## DATA PROCESSING ADDENDUM

### 1. BACKGROUND

- 1.1. The Subscriber and Fishtown Analytics Inc ("Fishtown") entered into an Agreement, comprising the Order and the Master Terms and Conditions (<https://www.sinterdata.com/terms/>), for the provision of the Service.
- 1.2. In the event that Fishtown Processes Subscriber Personal Data (each as defined below) of individuals located in the EEA, or of any Subscriber who is established in the EEA, this Data Processing Addendum (the "**DPA**") shall be supplemental to the Agreement and apply to the Processing of such Subscriber Personal Data. In the event of a conflict between any of the provisions of this DPA and the provisions of the Master Terms and Conditions, the provisions of this DPA shall prevail.
- 1.3. This DPA is effective \_\_\_\_\_ (the "Effective Date") by and between Fishtown Analytics LLC, a Pennsylvania LLC with its principal place of business at 225 W George St, Philadelphia PA 19123 ("Fishtown"), and \_\_\_\_\_, a \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ ("Subscriber") (each, a "Party" and together, the "Parties").

### 2. DEFINITIONS

- 2.1. Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Agreement, and the following capitalised terms used in this DPA shall be defined as follows:
  - 2.1.1. "**Controller**" has the meaning given in the Directive.
  - 2.1.2. "**Data Protection Laws**" means the Directive, any applicable national implementing legislation including, and in each case as amended, replaced or superseded from time to time, including without limitation by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and all applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Subscriber Personal Data.
  - 2.1.3. "**Data Subject**" has the meaning given in the Directive.
  - 2.1.4. "**Directive**" means Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the

processing of personal data and on the free movement of such data.

- 2.1.5. **"European Economic Area" or "EEA"** means the Member States of the European Union together with Iceland, Norway, and Liechtenstein.
- 2.1.6. **"Processing"** has the meaning given in the Directive, and **"Process"** will be interpreted accordingly.
- 2.1.7. **"Processor"** has the meaning given in the Directive.
- 2.1.8. **"Security Incident"** means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Subscriber Personal Data.
- 2.1.9. **"Standard Contractual Clauses"** means the Standard Contractual Clauses (processors) approved by European Commission Decision C(2010)593 set out in ANNEX 1 to this DPA or any subsequent version thereof released by the European Commission (which will automatically apply), and which includes ANNEX 2 (Details of the Processing and Transfer) and ANNEX 3 (Technical and Organisational Measures) to this DPA.
- 2.1.10. **"Subprocessor"** means any Processor engaged by Fishtown who agrees to receive from Fishtown Subscriber Personal Data.
- 2.1.11. **"Subscriber Personal Data"** means the **"personal data"** (as defined in the Directive) described in ANNEX 2 and any other personal data that Fishtown processes on behalf of the Subscriber or the Subscriber's Affiliate in connection with Fishtown's provision of the Service.
- 2.1.12. **"Supervisory Authority"** has the meaning given in the Directive.

### 3. **DATA PROCESSING**

- 3.1. **Instructions for Data Processing.** Fishtown will only Process Subscriber Personal Data in accordance with the Subscriber's written instructions, unless Processing is required by European Union or Member State law to which Fishtown is subject, in which case Fishtown shall, to the extent permitted by European Union or Member State law, inform the Subscriber of that legal requirement before Processing that Subscriber Personal Data. The Agreement (subject to any changes to the Service agreed between the Parties) and this DPA shall be the Subscriber's complete and final instructions to Fishtown in relation to the processing of Subscriber Personal Data.

- 3.2. Processing outside the scope of this DPA or the Agreement will require prior written agreement between the Subscriber and Fishtown on additional instructions for Processing.
- 3.3. **Required consents.** Where required by applicable Data Protection Laws, Subscriber will ensure that it has obtained/will obtain all necessary consents for the Processing of Subscriber Personal Data by Fishtown in accordance with the Agreement.

#### 4. **TRANSFER OF PERSONAL DATA**

- 4.1. **Authorised Subprocessors.** The Subscriber agrees that Fishtown may use Amazon Web Services, Inc as a Subprocessor to Process Subscriber Personal Data.
- 4.2. The Subscriber agrees that Fishtown may use subcontractors to fulfil its contractual obligations under the Agreement. Fishtown shall notify the Subscriber from time to time of the identity of any Subprocessors it engages. If the Subscriber (acting reasonably) does not approve of a new Subprocessor, then without prejudice to any right to terminate the Agreement, the Subscriber may request that Fishtown moves the Subscriber Personal Data to another Subprocessor and Fishtown shall, within a reasonable time following receipt of such request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Subscriber Personal Data. If it is not reasonably possible to use another Subprocessor, and Subscriber continues to object for a legitimate reason, either Party may terminate the Agreement on thirty (30) days written notice. If the Subscriber does not object within thirty (30) days of receipt of the notice, the Subscriber is deemed to have accepted the new Subprocessor.
- 4.3. Save as set out in clauses 4.1 and 4.2, Fishtown shall not permit, allow or otherwise facilitate Subprocessors to Process Subscriber Personal Data without the prior written consent of Subscriber and unless Fishtown enters into a written agreement with the Subprocessor which imposes the same obligations on the Subprocessor with regard to their Processing of Subscriber Personal Data, as are imposed on Fishtown under this DPA.
- 4.4. **Liability of Subprocessors.** Fishtown shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to the Subscriber for the acts and omissions of any Subprocessor approved by the Subscriber as if they were the acts and omissions of Fishtown.
- 4.5. **Prohibition on Transfers of Personal Data.** To the extent that the Processing of Subscriber Personal Data by us involves the export of such Subscriber Personal Data to a country or territory outside the EEA, other than to a country or territory ensuring an adequate level of protection for the rights and freedoms of Data Subjects in relation to the Processing of personal data as determined by the European Commission (an

"**International Transfer**"), such transfer shall be governed by the Standard Contractual Clauses. In the event of any conflict between any terms in the Standard Contractual Clauses, this DPA and the Agreement, the Standard Contractual Clauses shall prevail.

## 5. **DATA SECURITY, AUDITS AND SECURITY NOTIFICATIONS**

- 5.1. **Fishtown Security Obligations.** 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 natural persons, Fishtown shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out in ANNEX 3.
- 5.2. Upon request by the Subscriber, Fishtown shall make available all information reasonably necessary to demonstrate compliance with this DPA.
- 5.3. **Security Incident Notification.** If Fishtown or any Subprocessor becomes aware of a Security Incident Fishtown will (a) notify the Subscriber of the Security Incident within 72 hours, (b) investigate the Security Incident and provide such reasonable assistance to the Subscriber (and any law enforcement or regulatory official) as required to investigate the Security Incident, and (c) take steps to remedy any noncompliance with this DPA.
- 5.4. **Fishtown Employees and Personnel.** Fishtown shall treat the Subscriber Personal Data as the Confidential Information of the Subscriber, and shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of Subscriber Personal Data.

## 6. **ACCESS REQUESTS AND DATA SUBJECT RIGHTS**

- 6.1. **Data Subject Requests.** Save as required (or where prohibited) under applicable law, Fishtown shall notify Subscriber of any request received by Fishtown or any Subprocessor from a Data Subject in respect of their personal data included in the Subscriber Personal Data, and shall not respond to the Data Subject.
- 6.2. Fishtown shall provide Subscriber with the ability to correct, delete, block, access or copy the Subscriber Personal Data in accordance with the functionality of the Service.
- 6.3. **Government Disclosure.** Fishtown shall notify Subscriber of any request for the disclosure of Subscriber Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.
- 6.4. **Data Subject Rights.** Where applicable, and taking into account the nature of the Processing, Fishtown shall use all reasonable endeavours to assist Subscriber by

implementing any other appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Subscriber's obligation to respond to requests for exercising Data Subject rights laid down in the GDPR.

- 6.5. **Audits.** Fishtown will, upon reasonable request from the Subscriber, allow for and contribute to audits, including inspections, conducted by the Subscriber (or a third party auditor on behalf of, and mandated by, the Subscriber) provided (i) such audits or inspections are not conducted more than once per year (unless requested by a Supervisory Authority); (ii) are conducted only during business hours; and (iii) are conducted to cause minimal disruption to Fishtown's operations and business.

## 7. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 7.1. To the extent required under applicable Data Protection Laws, Fishtown shall provide reasonable assistance to the Subscriber with any data protection impact assessments and with any prior consultations to any Supervisory Authority of Subscriber, in each case solely in relation to Processing of Subscriber Personal Data and taking into account the nature of the Processing and information available to Fishtown.

## 8. TERMINATION

- 8.1. **Deletion of data.** Subject to 8.2 and 8.3 below, Fishtown shall, within 90 (ninety) days of the date of termination of the Agreement:

- 8.1.1. return a complete copy of all Subscriber Personal Data then available by secure file transfer in such a format as notified by Subscriber to Fishtown; and
- 8.1.2. delete and use all reasonable efforts to procure the deletion of all other copies of Subscriber Personal Data Processed by Fishtown or any Subprocessors.

- 8.2. Subject to section 8.3 below, Subscriber may in its absolute discretion notify Fishtown in writing within 30 (thirty) days of the date of termination of the Agreement to require Fishtown to delete and procure the deletion of all copies of Subscriber Personal Data Processed by Fishtown. Fishtown shall, within 90 (ninety) days of the date of termination of the Agreement:

- 8.2.1. comply with any such written request; and
- 8.2.2. use all reasonable endeavours to procure that its Subprocessors delete all Subscriber Personal Data Processed by such Subprocessors, and, where this section 8.2 applies, Fishtown shall not be required to provide a

copy of the Subscriber Personal Data to Subscriber.

9. Fishtown and its Subprocessors may retain Subscriber Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Fishtown shall ensure the confidentiality of all such Subscriber Personal Data and shall ensure that such Subscriber Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

## ANNEX 1

### STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of this ANNEX 1, references to the "data exporter" and "data importer" shall be to the Subscriber and to Fishtown respectively (each a " party "; together " the parties ").

#### *Clause 1*

#### ***Definitions***

For the purposes of the Clauses:

- (a) '*personal data*', '*special categories of data*', '*process/processing*', '*controller*', '*processor*', '*data subject*' and '*supervisory authority*' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) '*the data exporter*' means the controller who transfers the personal data;
- (c) '*the data importer*' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) '*the subprocessor*' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) '*technical and organisational security measures*' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

#### *Clause 2*

#### ***Details of the Transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in ANNEX 2 which forms an integral part of the Clauses.

### *Clause 3*

#### ***Third-party beneficiary clause***

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

### *Clause 4*

#### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on



the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in ANNEX 3 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of ANNEX 3, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### *Clause 5*

#### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a

- substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in ANNEX 3 before processing the personal data transferred;
  - (d) that it will promptly notify the data exporter about:
    - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
    - (ii) any accidental or unauthorised access, and
    - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
  - (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
  - (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
  - (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of ANNEX 3 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
  - (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
  - (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
  - (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## *Clause 6*

### ***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### *Clause 7*

##### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - a. to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - b. to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### *Clause 8*

##### ***Cooperation with supervisory authorities***

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### *Clause 9*

#### **Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### *Clause 10*

#### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### *Clause 11*

#### **Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

#### *Clause 12*

##### ***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

## ANNEX 2

### DETAILS OF THE PROCESSING AND TRANSFER OF SUBSCRIBER PERSONAL DATA

#### Data exporter

Subscriber

#### Data importer

Fishtown

#### Data subjects

Authorized Users and any other data subjects whose data the Subscriber or its Authorized Users transforms via the Platform.

#### Categories of data

Contact information, usage information, nontraditional identifiers of the Subscriber's Authorized Users, and any other Personal Data the Subscriber or its Authorized Users submit to the Platform.

Any other Personal Data contained in any data the Subscriber or its Authorized Users transforms via the Platform.

#### Processing Operations

The Processing of Subscriber Personal Data provided by the Subscriber to Fishtown through the Platform or otherwise in connection with the provision of the Service.

#### The obligations and rights of the Subscriber

The obligations and rights of the Subscriber are as set out in this DPA.

**ANNEX 3**

**TECHNICAL AND ORGANISATIONAL SECURITY MEASURES**

1. Fishtown maintains internal policies and procedures, or procures that its Subprocessors do so, which are designed to:
  - a. secure any personal data Processed by Fishtown against accidental or unlawful loss, access or disclosure;
  - b. identify reasonably foreseeable and internal risks to security and unauthorised access to the personal data Processed by Fishtown;
  - c. minimise security risks, including through risk assessment and regular testing.
2. Fishtown will, and will use reasonable efforts to procure that its Subprocessors conduct periodic reviews of the security of their network and the adequacy of their information security program as measured against industry security standards and its policies and procedures.
3. Fishtown will, and will use reasonable efforts to procure that its Subprocessors periodically evaluate the security of their network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews

**Fishtown Analytics LLC**

**Subscriber** \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_