SETAPP VENDOR DATA PROCESSING AGREEMENT

Need a signed copy? Please follow this instruction:

1.Complete the information in the signature box of this DPA;
2.Sign the DPA in the signature box;
3.Send the signed DPA to Setapp by email to dpo@macpaw.com

THIS SETAPP VENDOR DATA PROCESSING AGREEMENT and its Annexes below (“DPA”) is executed by and between MacPaw Way Ltd. (“Company”, “We”, “Us”, “Our”) and Vendor (each a “Party” and collectively, the “Parties”). This DPA is incorporated into and forms a part of the Setapp Developer Agreement (“Agreement”).

For the avoidance of doubt, the brand name “Setapp” refers to Setapp platform and website operated and developed by MacPaw Way Ltd. References to”Setapp” in this DPA shall be understood in conjunction with and as part of the activities of MacPaw Way Ltd.

Where Setapp and the Vendor are parties to the Setapp Developer Agreement, and Setapp processes Personal Data in connection with end users’ use of Setapp under the Setapp Developer Agreement and Privacy Notice (to the extent the Privacy Notice refers to Vendor Personal Data), and the Vendor collects and processes end-user Personal Data for its own independent purposes in the course of distributing its applications to end users pursuant to the Vendor’s terms of use and privacy commitments (e.g. for sales, marketing, analytics, and app functionality data), each Party shall be a “Controller” and not joint controllers (as such terms are defined under Applicable Laws);

Where Setapp processes Vendor’s Data (i.e. to facilitate app distribution and payment settlements) as defined in Privacy Notice and pursuant to the terms of the Agreement, Setapp will be the Processor of Vendor’s Personal Data;

The Parties agree as follows:

1. Definitions

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. Cognate terms shall be construed to have the same meaning.
1.1. "Applicable Laws" means any laws that regulate the Processing, privacy or security of Personal Data and that directly apply to each respective party to this DPA in the context of Processing Data Subjects Personal Data;
1.2. “CCPA” means the California Consumer Privacy Act of 2018 (Cal. Civil Code ß 1798.100 et seq.), including, but not limited to, amendments of the CCPA or applicable regulations promulgated by the California Privacy Protection Agency. Annex III contains provisions governing Setapp’s compliance with the CCPA;
1.3. “Customer Personal Data” (sometimes may refer to as “End User Personal Data”) means Personal Data processed by Setapp (1) in the course of providing Setapp platform Services to its customers according to Terms of Use and Privacy Notice; (2) contained within Vendor Data that Setapp Processes as a Processor on behalf of Vendor;

1.4. “Setapp Affiliate” means an Affiliate of Setapp that is: (i) a Controller of Vendor Data in relation to the Services; (ii) subject to Data Protection Laws; and (iii) a signing party to an Agreement with Setapp;
1.5. “Vendor” means (i) the person or entity that is indicated below in the signature block, or (ii) if there is no signature block or it is not completed, then Vendor is the person or entity that has entered into the Agreement with Setapp. Vendor also means a Vendor Affiliate when: (i) Applicable Laws require a direct relationship between Vendor and the Vendorís Affiliate with respect to data protection agreements, and (iii) Setapp processes the Affiliate′s Personal Data;
1.6. "Vendor Personal Data" means any Personal Data Processed by Setapp or a Subprocessor on behalf of the Vendor in the course of provision of the Services under Setapp Developer Agreement;
1.7. “EU-U.S. Data Privacy Framework” or “EU-U.S. DPF” means the transfer mechanism in terms of Art. 45 of the EU GDPR that enables participating organizations - pursuant to the European Commission's Implementing Decision C(2023) 4745 final of 10.7.2023 and the EU-U.S. Data Privacy Framework Principles as set forth by the U.S. Department of Commerce - to Process Customer Personal Data originating from the European Union (EU) and the European Economic Area (EEEA) (EU Vendor Personal Data) in the United States (U.S.) in accordance with Chapter V of the EU GDPR;
1.8. “GDPR" means the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and any local laws implementing or supplementing the GDPR;
1.9. “Onward Transfer” means any transfer of Vendor Personal Data from Setapp to a Subprocessor;
1.10. “Personal Data” means any information relating to an identified or identifiable individual where such information is protected similarly as personal data, personal information, or personally identifiable information under Applicable Laws.
1.11. “Processing” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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;
1.12. "Restricted Transfer" means transfer of Personal Data originating from Europe to a country that does not provide an adequate level of protection within the meaning of GDPR;
1.13. “Standard Contractual Clauses” or “SCCs” means the contractual clauses or other documentation required by GDPR for the transfer of Personal Data to Processors that are not established in adequate countries, as may be amended, superseded or replaced by GDPR;
1.14. "Subprocessor" means any contracted service provider (including any third party and Setapp Affiliate) Processing Vendor Personal Data in the course of Setapp’s provisioning of the Services under the Agreement;
1.15. "UK GDPR" means the UK Government approved and updated Data Protection Act 2018 including all the clauses from the EU-GDPR being the basis upon which Processing of Personal Data would be judged within the UK.

The terms "Commission", "Controller", "Data Subject", "Member State", "Personal Data Breach", “Processor”, and "Supervisory Authority" shall have the same meaning as in the EU GDPR.
The word "include" shall be construed to mean include without limitation.

2. Applicability and Roles

2.1. This DPA will apply only to the extent that Setapp Processes, on behalf of Vendor, Personal Data to which Applicable Laws apply. The subject matter of the Processing is the provision of the Services according to the Agreement, and the Processing will be carried out for the duration of the Agreement. Annex I sets out the nature and purpose of the Processing and the types of Personal Data Setapp Processes.

2.2. **Setapp as a Processor**. Regarding the Processing of Vendor Personal Data, Setapp shall act as the Processor. Setapp will Process Vendor Personal Data Setapp to facilitate app distribution and payment settlements, and for other purposes defined in the Agreement and Privacy Notice. Setapp will Process Vendor Personal Data in accordance with Vendor's instructions as set forth in Section 3 below.

2.3. **Setapp as a Controller**. The Parties acknowledge that, regarding the Processing of Customer Personal Data, Vendor is a controller and Setapp is an independent controller, not a joint controller with Vendor. Setapp will Process Customer Personal Data as a controller (a) in order to manage the relationship with Vendor within the scope of the Agreement (i.e. to facilitate app distribution and payment settlements); (b) carry out Setapp's core business operations; (c) in order to detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of the Services; (d) identity verification; (e) to comply with Setapp's legal or regulatory obligations; and (f) as otherwise permitted under Applicable Laws and in accordance with this DPA, the Agreement, and the Privacy Notice.

3. Processing of Vendor Personal Data

3.1. **Setapp shall**:

- Process Vendor Personal Data only on Vendor's documented instructions, as set out in the Setapp Developer Agreement and this DPA, and as required by Applicable Laws.
- Any additional or alternate instructions, having an impact to the Agreement or this DPA must be agreed upon by the Parties separately in writing; and
- Unless prohibited by Applicable Laws, inform the Vendor if Setapp determines that: (i) Vendor's instructions conflict with Applicable Laws; or (ii) Applicable Laws require any Processing contrary to the Vendor's instructions.

3.2. **Vendor shall**:

- Be responsible for complying with Applicable Laws when making decisions and issuing instructions for the Processing of Vendor Personal Data, including securing all permissions, consents or authorizations that may be required; and
- Be responsible for the lawfulness of Customers' Personal Data Processing and for other privacy and data protection obligations under Applicable Laws, to the extent that the Vendor acts as an independent Controller with respect to such Processing.
- Defend and indemnify Setapp, Setapp Affiliates, and Setapp Subprocessors for any claim brought against any one or more of them arising from an allegation of Vendor's breach of this Section, whether by a Data Subject or a government authority. In the event of such a claim, the Parties shall follow the process set forth in the Agreement for Vendor to defend and indemnify Setapp and if none, then Setapp will: (a) notify Vendor of such claim, (b) permit Vendor to control the defense or settlement of such claim; provided, however, Vendor shall not settle any claim in a manner that requires Setapp to admit liability or make any changes with respect to performance of the Agreement without Setapp's prior written consent, and (c) provide Vendor with reasonable assistance in connection with the defense or settlement of such claim, at Vendor's cost and expense. In addition, Setapp may participate in the defense of any claim, and if Vendor is already defending such claim, Setapp's participation will be at Setapp's expense. This provision does not diminish Vendor or Data Subjects rights under Applicable Laws related to Setapp's adherence to its obligations under Applicable Laws.

4. No Sensitive Data

4.1. Vendor understands and acknowledges that the Services under the Agreement does not involve Process, receive, and/or store Sensitive Data. As such, Vendor agrees not to transmit, request, provide Setapp with access to, submit, store, or include any Sensitive Data through the Services. Vendor agrees that Setapp may terminate this Agreement immediately, without refund, if Vendor is in violation of this section.

5. Setapp Personnel

5.1. Setapp has implemented appropriate security controls designed to ensure that:

- Access to Vendor Personal Data within Setapp or its Subprocessors' control is strictly limited to those individuals who need to know/access the relevant Vendor Personal Data as reasonably necessary for the purposes outlined in this DPA, the Agreement or as required under Applicable Laws; and
- Ensure all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Purpose Limitation

6.1. Setapp will Process Vendor Personal Data in order to provide the Services in accordance with the Agreement. Annex I of this DPA and Privacy Notice further specifies the nature and purpose of the Processing, the Processing activities, the duration of the Processing, the types of Personal Data and categories.

7. Security

7.1. Setapp has implemented appropriate technical and organizational measures to protect Vendor Personal Data from Data Breaches, as described under Annex 2 to this DPA ("MacPaw Security Measures"). Notwithstanding any provision to the contrary, Setapp may modify or update the Security Measures provided that such modification or update does not result in a material degradation in the protection offered by the MacPaw Security Measures.

7.2. To the extent specified in para 5.1., Setapp shall ensure secure and confidential Vendor Personal Data and Customer Personal Data transmission. Setapp uses external auditors and certification programs to verify the adequacy of its security measures with respect to its Processing of Customer Personal Data and Vendor Personal Data. A description of Setapp's certifications and standards for audit can be found at MacPaw TrustCenter.

8. Sub-Processing

8.1. Vendor agrees that:
(a) Setapp may engage Sub-processors as listed in Privacy Notice the Section "Third Party Information and Personal Data Disclosure" which may be updated from time to time, and Setapp Affiliates; and
(b) such Affiliates and Sub-processors respectively may engage third party processors to Process Vendor Personal Data on Setapp's behalf.

8.2. Vendor provides a general authorization for Setapp to engage onward sub-processors that is conditioned on the following requirements:
(a) Setapp will restrict the onward sub-processor's access to Vendor Personal Data only to what is strictly necessary to provide the Services, and Setapp will prohibit the sub-processor from Processing the Vendor Personal Data for any other purpose;
(b) Setapp shall impose contractual data protection obligations, including appropriate TOMs to protect personal data, on any sub-processor it appoints that require such sub-processor to protect Vendor Personal Data to the standard required by Applicable Laws; and
(c) Setapp will remain liable and accountable for any breach of this DPA that is caused by an act or omission of its Sub-processors.

8.3. Vendor will notify Setapp in writing if a Restricted Transfer involving Vendor Personal Data requires privacy provisions not already included in this DPA. The Parties will promptly enter into a written amendment to include such provisions, but only to the extent required under Applicable Law and where this DPA does not provide adequate safeguards. For the avoidance of doubt, by adding such provisions, the Parties do not intend to grant third-party beneficiary rights to Data Subjects not otherwise provided under Applicable Law.

9. Data Subject Rights

9.1. Vendor represents and warrants to provide appropriate transparency to any Data Subjects concerning Setapp's Processing and respond to any request filed by Data Subjects as required under Applicable Laws.

9.2. The Parties agree to cooperate, in good faith, as necessary to respond to any Data Subject Request and fulfill their respective obligations under Applicable Laws. Upon Vendor's request, Setapp shall, taking into account the nature of the Processing, provide reasonable assistance to Vendor where possible and at Vendor's cost and expense, to enable Vendor to respond to requests from a Data Subjects seeking to exercise their rights under Applicable Laws. In the event that such request is made directly to Setapp, if Setapp can, through reasonable means, identify the Vendor as the controller of personal data of a Data Subject, Setapp shall promptly inform Vendor of the same. As between the Parties, Vendor shall have sole discretion and responsibility in responding to the rights asserted by any individual in relation to Customer Personal Data.

10. Return or Deletion of Personal Data

10.1. Upon termination or expiry of the Agreement, Setapp will (at Vendor's election) delete or return to Vendor all Personal Data (including copies) in its possession or control as soon as reasonably practicable and within a maximum period of 30 days of termination or expiry of the Agreement, save that this requirement will not apply to the extent that Setapp is required by applicable law to retain some or all of the Vendor Personal Data (i.e. for tax and accounting purposes), or to Vendor Personal Data it has archived on back-up systems, which Vendor Personal Data Setapp will securely isolate and protect from any further Processing, except to the extent required by Applicable Laws.

11. No Sale or Share

11.1. To the extent that the Processing of Vendor Personal Data is subject to U.S. data protection laws, Setapp shall not:
(a) sell Vendor Personal Data or otherwise making Vendor Personal Data available to any third party for monetary or other valuable consideration;

(b) share Vendor Personal Data with any third party for cross-behavioral advertising;
(c) retain, use, or disclose Vendor Personal Data for any purpose other than for the business purposes specified in this DPA, Privacy Notice and Agreement or as otherwise permitted by U.S. data protection laws;
(d) retain, use or disclose Vendor Personal Data outside of the direct business relationship between the Parties, and;
(e) except as otherwise permitted by U.S. data protection laws, combine Vendor Personal Data with Personal Data that Setapp receives from or on behalf of another person or persons, or collects from its own interaction with the Data Subject.

11.2. Setapp will notify Vendor promptly if it makes the determination that it can no longer meet its obligations under applicable U.S. data protection laws.

12. Personal Data Breach

12.1. Upon becoming aware of a Personal Data Breach involving Customer Personal Data, Setapp shall notify Vendor without undue delay and shall provide such information as Vendor may reasonably require, including to enable Vendor to fulfil its data breach reporting obligations under Applicable Laws.

12.2. Setapp's notification of or response to a Personal Data Breach shall not be construed as an acknowledgement by Setapp of any fault or liability with respect to the Personal Data Breach.

12.3. Vendor is solely responsible for its use of the Service, including (a) making appropriate use of the Service to ensure a level of security appropriate to the risk in respect of Customer Personal Data; (b) securing the account authentication credentials, systems and devices Vendor uses to access the Service; and (c) backing up Customer Personal Data.

13. Audit Rights

13.1. Subject to Sections 13.2. to 13.4 and upon Vendor's written request, Setapp shall make available to Vendor information necessary to demonstrate compliance with Applicable Laws and this DPA.

13.2. To the extent required by Applicable Laws, Setapp shall contribute to audits by Vendor or an independent auditor engaged by the Vendor, that is not a competitor of Setapp, in relation to the Processing of the Vendor Personal Data.

13.3. Information and audit rights of the Vendor only arise to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Applicable Laws.

13.4. Notwithstanding the foregoing, Setapp may exclude information and documentation that would reveal the identity of other Setapp Customers Personal Data or information that Setapp is required to keep confidential. Any information or records provided pursuant to this assessment process shall be considered Setapp's Confidential Information and subject to the Confidentiality section of the Agreement.

13.5. Setapp shall, to the extent required by Applicable Laws, provide Vendor with reasonable assistance (at Vendor's cost and expense) with data protection impact assessments or prior consultations with data protection authorities that Vendor is required to carry out under such legislation.

13.6. The Parties agree that Vendor will, when reviewing Setapp's compliance with this DPA, take all reasonable measures to limit any impact on Setapp and Setapp Affiliates by combining several audit requests carried out on behalf of the Vendor entity that is the contracting party to the Agreement and all of its Affiliates in one single audit.

14. Transfer Mechanisms

14.1. Vendor acknowledges that Setapp and its Sub-processors may transfer and Process Personal Data to and in the United States of America and other locations in which Setapp, its Affiliates or its Sub-processors maintain Personal Data Processing operations. Setapp shall ensure that such transfers are made in compliance with Applicable Laws and this DPA.

14.2. The Parties agree that when the transfer of Personal Data from Vendor (as "data exporter") to Setapp (as "data importer") is a Restricted Transfer, Applicable Laws require that appropriate safeguards, such as Standard Contractual Clauses, are put in place.

14.3. **Standard Contractual Clauses**. If European Data Protection Laws require that appropriate safeguards are put in place, the Standard Contractual Clauses will be incorporated by reference and form part of the Agreement as follows:

14.3.1. *In relation to Vendor Personal Data that Setapp Processes as a Processor* (i) the Module Two terms apply to the extent Vendor is a Controller and the Module Three terms apply to the extent Vendor is a Processor of Vendor Personal Data; (ii) in Clause 7, the optional docking clause applies; (iii) in Clause 9, Option 2 applies and changes to Sub-Processors will be notified in accordance with the 'Sub-Processors' section of this DPA; (iv) in Clause 11, the optional language is deleted; (v) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, the Republic of Cyprus (without reference to conflicts of law principles); (vi) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (vii) the supervisory authority that will act as competent supervisory authority will be determined in accordance with GDPR.

14.3.2. *In relation to Customer Personal Data for which Setapp and Vendor are each an independent Controller* (i) the Module One terms apply; (ii) in Clause 7, the optional docking clause applies; (iii) in Clause 11, the optional language is deleted; (iv) in Clauses 17 and 18, the parties agree that the governing law and forum for disputes for the Standard Contractual Clauses will be determined in accordance with the 'Contracting Entity; Applicable Law; Notice' section of the Jurisdiction Specific Terms or, if such section does not specify an EU Member State, the Republic of Cyprus (without reference to conflicts of law principles); (v) the Annexes of the Standard Contractual Clauses will be deemed completed with the information set out in the Annexes of this DPA; and (vi) the supervisory authority that will act as competent supervisory authority will be the Cyprus Data Protection Commission.

14.3.3. In relation to Vendor Personal Data and Customer Personal Data that is subject to the UK GDPR, the Standard Contractual Clauses will apply in accordance with sub-section (A) and the following modifications (i) the Standard Contractual Clauses will be modified and interpreted in accordance with the UK Addendum, which will be incorporated by reference and form an integral part of the Agreement; (ii) Tables 1, 2 and 3 of the UK Addendum will be deemed completed with the information set out in the Annexes of this DPA and Table 4 will be deemed completed by selecting "neither party"; and (iii) any conflict between the terms of the Standard Contractual Clauses and the UK Addendum will be resolved in accordance with Section 10 and Section 11 of the UK Addendum.

14.3.4. In relation to Vendor Personal Data and Customer Personal Data that is subject to the Swiss DPA, the Standard Contractual Clauses will apply in accordance with sub-section (A) and the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA; (ii) references to "EU," "Union," and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner" and the "relevant courts in Switzerland."

14.3.5. In relation to Vendor Personal Data that Setapp Processes as a Processor, Vendor agrees that by complying with obligations under the 'Sub-Processors' section of this DPA, Setapp fulfills its obligations under Section 9 of the Standard Contractual Clauses. For the purposes of Clause 9(c) of the Standard Contractual Clauses, Vendor acknowledges that Setapp may be restricted from disclosing Sub-Processor agreements, but in any case Setapp will use reasonable efforts to require any Sub-Processor Setapp appoints to permit it to disclose the Sub-Processor agreement to Vendor and will provide (on a confidential basis) all information Setapp reasonably can. Vendor also acknowledges and agrees that it will exercise its audit rights under Clause 8.9 of the Standard Contractual Clauses by instructing Setapp to comply with the measures described in the “Audit Rights” section of this DPA.

15. Other Restricted Transfers

15.1. Vendor will notify Setapp in writing if a Restricted Transfer Personal Data requires privacy provisions not already included in this DPA. The Parties will promptly enter into a written amendment to include such provisions, but only to the extent required under Applicable Law and where this DPA does not provide adequate safeguards. For the avoidance of doubt, by adding such provisions, the Parties do not intend to grant third-party beneficiary rights to Data Subjects not otherwise provided under Applicable Laws.

16. Miscellaneous

16.1. If there is a conflict between the Agreement and this DPA, the terms of this DPA will prevail. The order of precedence will be: (a) this DPA; (a) the Agreement; and (c) the Privacy Notice. To the extent there is any conflict between the Standard Contractual Clauses, and any other terms in this DPA, the Agreement, or the Privacy Notice, the provisions of the Standard Contractual Clauses will prevail.

16.2. If Setapp cannot comply with its obligations under the Standard Contractual Clauses for any reason, and Vendor intend to suspend or terminate the transfer of Vendor Personal Data to Setapp, Vendor agrees to provide Setapp with reasonable notice to enable Setapp to cure such non-compliance and reasonably cooperate with to identify what additional safeguards, if any, may be implemented to remedy such noncompliance. If Setapp has not or cannot cure the non-compliance, Vendor may suspend or terminate the affected part of the Services in accordance with the Agreement without liability to either Party (but without prejudice to any fees Vendor has incurred prior to such suspension or termination).

16.3. Any claims brought in connection with this DPA will be subject to the terms and conditions, including, but not limited to, the exclusions and limitations set forth in the Agreement.

16.4. In no event does this DPA restrict or limit the rights of any Data Subject or of any competent supervisory authority.

16.5. Notwithstanding anything else to the contrary in the Agreement, Setapp reserves the right to make any modification to this DPA as may be required to comply with Applicable Laws.

This DPA will come into effect upon execution of Agreement by the Vendor. If the Vendor requires a signed copy, it may sign in the signature box below and follow the instructions at the top of the page.

	MacPaw Way Ltd.
	Connie Petsa
By:	By: Signed: 5/22/2025
Name:	Name: Connie Petsas
Title:	Title: Director
Date:	Date:22.05.2025
Send Notices to:	Send Notices to: 25 Serifou, Allure Center 11, Office No.11-12, 2nd Floor, 3046 Zakaki, Limassol, the Republic of Cyprus
Contact e-mail [optional field]:	Contact e-mail: dpo@macpaw.com

Annex I

DETAILS OF PROCESSING

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the controller(s) /data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*]

Name of Data exporter:	The party identified in the Agreement and this DPA
Address:	As set forth in the Agreement
Contact person's name, position, and contact details:	As set forth in the Agreement
Activities relevant to the data transferred under these Clauses:	Processing of Vendor Personal Data in connection with the Vendor's use of the Services under the Agreement. A list of all activities involving Vendor Personal Data is provided in the section **B. DESCRIPTION OF PROCESSING/ TRANSFER** below and in the section titled 'Vendor Data: Types of data we process, purposes and legal basis we rely on' of the Privacy Notice.
Signature and date:	This Annex I shall automatically be deemed executed when the Agreement is executed by Parties.
Role (controller/processor):	Controller or Processor

Data importer(s): [*Identity and contact details of the processor(s) /data importer(s), including any contact person with responsibility for data protection*]

Name:	As set forth in the Agreement
Address:	As set forth in the Agreement
Contact person's name, position, and contact details:	MacPaw Way Ltd. – dpo@macpaw.com
Activities relevant to the data transferred under these Clauses:	Processing of Vendor Personal Data in connection with the Vendor's use of the Services under the Agreement.
Signature and date:	This Annex I shall automatically be deemed executed when the Agreement is executed by Parties.
Role (controller/processor):	Processor

B. DESCRIPTION OF PROCESSING/ TRANSFER

Categories of Data Subjects whose personal data is transferred	**Module One** Customer Personal Data for which Setapp and Vendor are each an independent Controller.
	Modules Two and Three Vendor's Personal Data.

Types of Personal Data transferred	**Module One** Contact and Account data, Location and Log Data, Service(s) Usage and Device Data.
	Modules Two and Three Any Vendor Personal Data processed by Setapp in connection with the Services and which could constitute any type of Personal Data included in chats or messages, including, without limitation, contact data (email,name and legal representative, country of representative); account data (beneficiary details) and preferences; application metadata (descriptions, branding elements, pricing, version history); license and distribution settings (membership inclusion, single distribution eligibility, prices); payment metadata and billing (payment methods, transaction history); release management data (build versions, update notes); location and log data gathered via Website.
Sensitive data transferred (if applicable) and applied restrictions or safeguards	Setapp does not knowingly collect (and Vendor shall not submit) any sensitive data or any special categories of data.
Frequency of the transfer	Continuous
Nature and purpose(s) of the data transfer and Processing	**Module One** Setapp provides a platform for Customers (end-users) to access and download computer and/or mobile applications developed by Vendors via website www.setapp.com and Setapp application. Setapp will process Customer Personal Data as necessary to provide the Services under the Agreement. Setapp will process Customer Personal Data independently from Vendor for Setapp’s own business purposes described in Terms of Use

	between Setapp and Customer. Setapp does not sell Vendor's Personal Data or Customers' Personal Data and does not share such Customers' Personal Data with third parties for compensation or for those third parties' own business interests.
	Modules Two and Three Personal data contained in Vendor Account Data will be processed to manage the Account, enforce Agreement, and to comply with legal obligations, including: to enable app purchases according to Agreement; to communicate with Vendor; to conclude Agreement, and provide customer support services to process revenue payouts, refund and chargeback data; to send important notifications and marketing letters; to receive Vendor's feedbacks; commission deductions and tax remittances; to improve performance of Services; for internal analytics for the purposes of improving Service(s) and to generate statistical reports containing aggregated information; to investigate potential violations of the Agreement, to investigate, prevent, or take action regarding illegal activities, suspected fraud, or potential threats against persons, property, or the systems on which Setapp operates Services; to ensure functionality, interoperability and security of Service(s); to conduct Vendor due diligence.
Retention period (or, if not possible to determine, the criterial used to determine the period)	**Module One** Setapp will process Customer Personal Data as long as required (a) to provide the Services under the Terms of Use; (b) for Setapp's lawful and legitimate business needs; or (c) in accordance with applicable law or regulation. More details are envisaged in Privacy Notice.
	Modules Two and Three Upon termination or expiry of this Agreement, Setapp will delete or return to Vendor all Vendor Personal Data (including copies) in its possession or control as soon as reasonably practicable and within a maximum period of 30 days of termination or expiry of the Agreement, save that this requirement will not apply to the extent that Setapp is required by applicable law to retain some or all of the Vendor Personal Data, or to Vendor Personal Data it has archived on back-up systems, which Vendor Personal Data Setapp will securely isolate and protect from any further processing, except to the extent required by Applicable Laws.

For transfers to (sub-) processors, also specify subject matter, nature, and duration of the processing	**Modules Two and Three only** Setapp will restrict the onward sub-processor’s access to Vendor Personal Data only to what is strictly necessary to provide the Services under the Agreement, and Setapp will prohibit the sub-processor from processing the Personal Data for any other purpose. Setapp imposes contractual data protection obligations, including appropriate technical and organizational measures to protect Personal Data, on any sub-processor it appoints that require such sub-processor to protect Vendor Personal Data to the standard required by Applicable Laws. Setapp will remain liable and accountable for any breach of this DPA that is caused by an act or omission of its sub-processors.
Identify the competent supervisory authority/ies in accordance with Clause 13	Where the EU GDPR applies, the competent supervisory authority shall be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment or, (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. Where the UK GDPR applies, the UK Information Commissioner's Office.

Annex II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

MacPaw Way Ltd. Security measures

A description of Setapp's security certifications and standards can be found at MacPaw TrustCenter.

Cryptography

1. Implemented key management procedure.
2. Sensitive data are encrypted in transit and at rest.

Operations Security

1. Periodic network and application vulnerability testing using dedicated qualified internal resources.
2. Implemented procedures to document and remediate vulnerabilities discovered during vulnerability and penetration tests.

Communications Security

1. A secure boundary using firewalls and network traffic filtering.
2. Internal segmentation to isolate critical systems from general purpose systems.
3. Periodic reviews and testing of network controls.

System Acquisition, Development and Maintenance

1. Secure software principles are followed both for coding projects and for software reuse operations.
2. Configured monitoring for real-world security threats and with the most recent information on known or potential software security vulnerabilities.
3. Software development tools to ensure the security of all code created.

Information Deletion/Data Masking and Data Leakage Prevention

1. Data backups are configured.

Application Security

1. The applications undergo an internal penetration test before their initial release to maintain security standards.
2. We use advanced bot detection technology to identify and mitigate malicious automated traffic. This ensures protection against brute force attack, and other automated threats while maintaining seamless access for legitimate users.
3. We use Static Application Security Testing (SAST) to scan all of our code, identifying and addressing vulnerabilities early in the development process.
4. We utilize Hashicorp Vault for managing credentials securely.
5. We use a Software Composition Analysis (SCA) solution to track and manage our software components, including open-source dependencies, versions, and licenses.
6. We follow a Secure Software Development Lifecycle (SDLC) policy that formalizes processes to ensure secure and reliable feature development.
7. We adhere to established policies for Vulnerability and Patch Management.

8. We use Cloudflare WAF to protect our web applications, ensuring reliable performance and defense against common online threats

Access Control

1. User onboarding and offboarding are handled through a structured process.
2. Regular access reviews are conducted to ensure users have appropriate permissions.

Endpoint Security

1. All endpoints are protected with an Endpoint Detection and Response (EDR) solution.
2. Device encryption is enabled to protect data at rest.
3. Mobile Device Management (MDM) is implemented to enforce policies and manage devices remotely.

Network Security

1. Firewalls and Intrusion Prevention Systems (IPS) are in place to protect against external and internal threats.
2. The internal network is segmented using VLANs to isolate critical systems.

Monitoring & Logging

1. A Security Information and Event Management (SIEM) system is deployed.
2. Logs are aggregated and monitored in real-time.
3. Alerts and anomalies are analyzed for threat detection and response.

Identity & Authentication

1. A centralized Identity Provider is used to manage authentication.
2. Multi-factor authentication (MFA) is enforced across critical systems.

Annex III

California Personal Information Processing

This California Personal Information Processing Annex ("CA Annex") applies to the extent that Setapp is Processing California Vendor Personal Information.

1. Definitions

1.1 In this CA Annex, "Regulations" means applicable regulations promulgated by the California Privacy Protection Agency, as amended.

1.2 The terms "Business," "Business Purpose," "Collects," "Consumer," "Contractor," "Person," "Personal Information," "Sell," "Service Provider," and "Share," shall have the meaning set forth in the CCPA.

2. Terms

2.1 The Agreement documents the Services and Business Purpose for which Setapp is processing the Personal Information. Vendor discloses Personal Information to Setapp only for such limited and specified Business Purpose.

2.2 The Parties agree that Vendor is a Business and Setapp is a Service Provider.

3. Service Provider and/or Contractor Obligations and Restrictions

3.1 In respect of the Personal Information Processed in the course of fulfilling the Business Purpose to Customer, Setapp:
3.1.1 shall not sell or share Personal Information it collects pursuant to the Agreement;
3.1.2 shall not retain, use or disclose the Personal Information it collects pursuant to the Agreement for any purpose other than the Business Purpose, or as otherwise permitted by the CCPA and the Regulations;
3.1.3 shall not retain, use or disclose the Personal Information it collects pursuant to the Agreement for any commercial purpose other than the Business Purpose, unless expressly permitted by the CCPA or the Regulations;
3.1.4 shall not retain, use or disclose the Personal Information it collects pursuant to the Agreement outside the direct business relationship between Vendor and Setapp, unless expressly permitted by the CCPA or the Regulations. Specifically, Setapp shall not combine or update Personal Information with Personal Information it has received from another source or collected from its own interaction with the Customer, unless expressly permitted by the CCPA or these Regulations.
3.1.5 shall comply with all applicable sections of the CCPA and the Regulations, including - with respect to the Personal Information that it collects pursuant to the Agreement - provision of the same level of privacy protection as required of Businesses by the CCPA and the Regulations;
3.1.6 shall notify Vendor if Setapp determines that it can no longer fulfill its obligations under the CCPA or the Regulations;
3.1.7 may, subject to the Agreement, engage another Person to assist Setapp to fulfill the Business Purpose; provided, however, that Setapp must enter into a written agreement with a Person that complies with this CA Annex, the CCPA and the Regulations, including Section 7051(a); and
3.1.8 shall inform Vendor of any Customer request made to Setapp regarding Personal Information with which Vendor must comply, and at Vendor's request and cost, assist Vendor with its obligation to respond to verifiable requests from Customers.

3.2 In respect of the Personal Information that Vendor provides to Setapp to fulfill the Business Purpose, Venor has the right, upon advance written notice, to take reasonable and appropriate steps to ensure that Setapp uses the Personal Information in a manner consistent with the Business's obligations under the CCPA and the Regulations.

3.3 If, after completing the assessment described in Section 3.2, Vendor determines that Setapp may be in violation of its obligations in this CA Annex, the CCPA or the Regulations, then upon advance written notice, Vendor has the right to take reasonable and appropriate steps to stop and remediate Setapp's unauthorized use of Personal Information.

4. Changes in the CCPA

4.1 In the event of a change to the CCPA whereby the provisions of this CA Annex are materially affected or compliance with the terms of this CA Annex becomes impractical, the Parties shall negotiate in good faith to agree to an updated CA Annex.
4.2 Any conflict between the terms of this CA Annex, the DPA, or the Agreement related to the processing of vendor Personal Data are resolved in the following order of priority: (1) the CCPA, (2) this CA Annex, (3) the DPA, and then (4) the Agreement. For the avoidance of doubt, provisions in this CA Annex that merely go beyond the CCPA without contradicting them shall remain valid. The same applies to conflicts between this CA Annex, the DPA and the Agreement, where this CA Annex shall only prevail regarding the Parties' Personal Information protection obligations.

Record of Signing

For

Name

Title

Connie Petsa

Signed on 2025-05-22 15:26:05 GMT

Secured by Concord™
DocumentID: 02zz9NuKXvDgR75SPFoaPt
SigningID: 02zz9NuKRsVOgZeP4K3YbK
Signing date: 5/22/2025
IP Address: 62.228.136.196
Email: connie.petsas@fiduciana.net