

This GDPR Addendum (“Addendum”), effective May 25, 2018, forms part of any agreement, including terms and conditions or Terms of Use (“Agreement”) by and between the organization signing or accepting below (“Subscriber”) and Easy Territory, Inc. (“EasyTerritory”), and sets forth the terms and conditions relating to the parties obligations to protect EU Personal Data associated with services rendered by EasyTerritory to Subscriber pursuant to the Agreement.

All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified.

Whereas Subscriber may provide EasyTerritory, a company located in the United States, with access to personally identifiable information about European Economic Area individuals to act as a Processor in connection with services performed by EasyTerritory for or on behalf of Subscriber pursuant to the Agreement;

Now therefore, good and valuable consideration, the sufficiency of which is hereby acknowledged, Subscriber and EasyTerritory agree as follows:

SECTION I — DEFINITIONS

1. “Controller” means any person or organization (Subscriber) that, alone or jointly with others, determines the purposes and means of the Processing of EU Personal Data.
2. “EU Personal Data” means personally identifiable information about individuals located in the European Union and may include, but not limited to, the following: (i) categories of data subjects: customers, vendors, or employees and (ii) types of personal data: names, telephone numbers or email addresses.
3. “GDPR” means the European Union General Data Protection Regulation.
4. “Process(es)” or “Processing” of EU Personal Data means any operation or set of operations that is performed on EU Personal Data, whether by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.
5. “Processor” means any natural or legal person, public authority, agency, or other body that Processes EU Personal Data on behalf of Controller.

SECTION II — PRIVACY, CONFIDENTIALITY, AND INFORMATION SECURITY

1. Authority to Process EU Personal Data
 - (a) Subscriber and EasyTerritory agree that Subscriber is the Controller and EasyTerritory is the Processor of EU Personal Data, except in those instances when Subscriber is a Processor, in which case EasyTerritory is a sub-processor.
 - (b) These Addendum terms do not apply where EasyTerritory is a Controller of EU Personal Data (e.g. EU Personal Data received and Processed by EasyTerritory as needed for account setup, authorization, and sign on).

- (c) EasyTerritory will Process EU Personal Data only with Subscriber's written instructions and solely for the following purposes, (a) on behalf of and for the benefit of Subscriber in connection with the Agreement; and (b) to carry out its obligations pursuant to this Addendum, the Agreement, and (c) as required by applicable law.
 - (d) Subscriber will have the exclusive authority to determine the purposes for and means of Processing EU Personal Data.
 - (e) This Addendum and the Agreement are Subscriber's complete instructions to EasyTerritory for the Processing of EU Personal Data. All additional instructions shall be made as a written amendment to this Addendum signed by both parties.
2. Disclosure of and Access to EU Personal Data
- (a) EasyTerritory will hold all EU Personal Data in confidence.
 - (b) EasyTerritory will (a) provide at least the same level of privacy protection for EU Personal Data received from Subscriber, as is required by the GDPR; (b) promptly notify Subscriber if at any time EasyTerritory determines that it can no longer meet its obligation to provide the same level of protection as is required by the GDPR; and (c) take commercially reasonable steps to remedy any failures to properly Process such EU Personal Data if, at any time, Subscriber notifies EasyTerritory that Subscriber has reasonably determined EasyTerritory is not Processing the EU Personal Data in compliance with the GDPR.
 - (c) EasyTerritory will only transfer EU Personal Data outside the country in which Subscriber or its personnel original delivered it to EasyTerritory for Processing where adequate data privacy safeguards are in place, such as binding corporate rules, unless required by law, in which case, EasyTerritory will, unless such prior disclosure is prohibited, notify Subscriber of such requirement before Processing.
 - (d) EasyTerritory will not share, transfer, disclose, or otherwise provide access to any EU Personal Data to any third party or contract any of EasyTerritory's rights or obligations concerning EU Personal Data to a third party, unless Subscriber has authorized EasyTerritory to do so in writing, except as required by law. Where EasyTerritory, with the consent of Subscriber, provides to a third party access to EU Personal Data or contracts such rights or obligations to a third party, EasyTerritory will, with each third party, (a) enter into a written agreement that imposes obligations on the third-party that are consistent with the GDPR, (b) transfer the EU Personal Data to the third party only for the limited and specified purposes as instructed by Subscriber, (c) require the third party to notify EasyTerritory if the third party determines that it can no longer meet its obligation to provide the same level of protection as is required by the GDPR; and (d) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing.
 - (e) Subscriber hereby provides its consent for EasyTerritory to use the sub-processors on Exhibit A to provide the services. To the extent that

EasyTerritory makes any changes with regard to the use of its sub-processors, it shall inform Subscriber and provide Subscriber with the right to object to such change. To the extent Subscriber has a reasonable objection to such change in sub-processors, the parties shall cooperate to address the objection in a reasonable manner.

- (f) EasyTerritory may replace a sub-processor if the reason for the change is beyond EasyTerritory's reasonable control. In such instance, EasyTerritory shall notify Subscriber of the replacement as soon as reasonably practicable, and Subscriber shall retain the right to object to the replacement sub-processor pursuant to section (e) above.
 - (g) EasyTerritory will promptly inform Subscriber in writing of any requests with respect to EU Personal Data received from Subscriber's customers, consumers, employees, or other associates. Subscriber will be responsible for responding to any such request, but EasyTerritory will reasonably cooperate with Subscriber to address any such request or a request by an individual about whom EasyTerritory holds EU Personal Data for access, correction, restriction, objection, erasure or data portability of his or her EU Personal Data.
 - (h) EasyTerritory shall implement appropriate technical and organizational measures designed to protect the EU Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access or use (each a "Security Incident") and in accordance with Vendor's security standards.
 - (i) EasyTerritory shall notify Subscriber within forty-eight (48) hours of a Security Incident, and shall provide such timely information as Subscriber may reasonably require to enable Subscriber to fulfil any data breach reporting obligations under the GDPR. EasyTerritory will take steps to immediately identify and remediate the cause of such Security Incident.
 - (j) Subject to applicable law, EasyTerritory will notify Subscriber immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of EU Personal Data. Subscriber may, if it so chooses, seek a protective order, and EasyTerritory will reasonably cooperate with Subscriber in such action, provided Subscriber reimburses EasyTerritory for all costs, fees, and legal expenses associated with the action. EasyTerritory will have the right to approve or reject any settlements that affect EasyTerritory.
3. EasyTerritory will comply with applicable data protection and privacy laws, including, but not limited to, the GDPR, to the extent such laws apply to EasyTerritory in its role as a Processor.
4. Subscriber certifies that it:
- (a) Has obtained the written consent, affirmative opt-in, other written authorization ("Consent") from applicable individuals or organizations in the European Union (including as necessary trade unions or labor officials, or has another legitimate, legal basis for collecting, delivering or making accessible EU Personal Data to EasyTerritory (as well at its subsidiaries, affiliates, and sub-processors), and such Consent or other legitimate basis

allows EasyTerritory (and its subsidiaries, affiliates, and sub-processors) to Process the EU Personal Data pursuant to the terms of the Agreement and this Addendum, and

- (b) Has ensured that the collection, delivery and disclosure to EasyTerritory of EU Personal Data is in compliance with the GDPR as Controller and all laws applicable to Subscriber and otherwise complies with applicable privacy and data protection laws, including the delivery of comprehensive information notice, as needed.
5. EasyTerritory will assist Subscriber in ensuring that its secure Processing obligations, as Controller, under the GDPR are met, which may include assisting Subscriber in a consultation with a supervisory authority where a data protection impact assessment indicates that the intended Processing would result in a high risk. All expenses resulting from this Section 5 will be incurred by Subscriber, unless EasyTerritory is found materially noncompliant.
 6. Upon termination of the Agreement, EasyTerritory shall either return all EU Personal Data Processed on behalf of Subscriber or delete or destroy the EU Personal Data, including any existing copies, at Subscriber's expense, if any, unless EasyTerritory has a legal obligation to maintain such EU Personal Data.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.