DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is hereby incorporated into the terms of service ("**Services**) under the Service License Agreement ("**Services Agreement**") between SUBSCRIBE PRO INC. ("**Subscribe Pro**") and _____
("_____"), each a "**Party**" and collectively the "**Parties**." This DPA applies to and takes precedence over the Services Agreement and any associated contractual document between the Parties, to the extent of any conflict.

This DPA relates to the processing of personal data by Subscribe Pro in its capacity as processor in the course of providing the Services under the Services Agreement. This DPA shall not replace any comparable or additional rights relating to processing contained in the Services Agreement.

DPA TERMS

Subscribe Pro is Processing Personal Data as part of the performance of the Services contemplated in the Services Agreement. The purpose of this DPA is to set out the rights and obligations of the Parties in respect of the Personal Data Processed by Subscribe Pro in its capacity as Processor under such Services Agreement.

1. **Definitions**

    "Affiliates" means affiliates and subsidiaries, meaning a corporation or other entity of which a party owns, either directly or indirectly, more than fifty percent (50%) of the stock or other equity interests.

    "Applicable Laws" means in respect of either Party, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction (together "**Laws**") which are applicable to the performance by that Party of its obligations or enjoyment of its rights under the Services Agreement and this DPA.

    "CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations.

    "Customer" / "You" means (i) the entity which is a party to this DPA and to the Services Agreement and (ii) where appropriate, that entity's Affiliate which enters into this DPA.

    "Data Subject" means either (as applicable) (i) an identified or identifiable natural person who is in the EEA or whose rights are protected by the GDPR; or (ii) a "Consumer" as the term is defined in the CCPA.

    "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom and the United States and its states, applicable to the Processing of Personal Data under the Services Agreement. These include the GDPR, the CCPA, and any other replacement laws or regulations as may be in force and applicable, from time to time.

"EU Data Protection Legislation" means European Regulation (EU) 2016/679 ("**GDPR**") and European Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them.

"EEA" means European Economic Area.

"Personal Data" means any information that identifies a Data Subject which information is subject to the GDPR or CCPA, or other relevant Data Protection Laws and Regulations.

"Services Agreement" means the Service License Agreement between Subscribe Pro and the Customer for the provision of the Services and the General Terms and Conditions complementing the Services Agreement entered into by the same Parties.

"Services" means the Subscribe Pro service offering provided by Subscribe Pro to Customer under the Services Agreement.

"Standard Contractual Clauses" means the standard contractual clauses in the form adopted by Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, executed by (i) Customer and (ii) Subscribe Pro and appended to this DPA as Annex A.

"Sub-processor" means any Processor engaged by Subscribe Pro.

"**Supervisory Authority"** means either (as applicable): (i) an independent public authority which is established by an EU Member State pursuant to Article 51 of the GDPR; (ii) the California Attorney General; or (iii) any public authority with oversight of Data Protection Laws and Regulations of any relevant jurisdiction.

"**Subscribe Pro**" means Subscribe Pro Inc.

The terms "**Controller**", "**Processor**", "**Process**", "**Processing**", "**Personal Data Breach**" and "**Special Categories of Personal Data**" shall be interpreted in accordance with the GDPR.

2. **Processor's obligations**

   a. The table below sets out the details of the Processing of Personal Data by Subscribe Pro in its capacity as Processor:

Required details	Description
Subject-matter of Processing	Provision of the Services to the Customer in accordance with the Services Agreement.
Nature and purpose of Processing (Processing operations)	Processing for the purposes of providing Services, including Collection, Storage, Retrieval, Communication and other types of processing of Personal Data as necessary to provide Services.
Categories of Data Subjects	• Customer's employees, contractors, agents and other persons who use Subscribe Pro Services on behalf of Customer ("Customer Employees"). • Users of Customer's services ("Customer Users").

Types of Personal Data	• Customer Employees – Personal Data, including name, email address, phone number, contact information, profile picture and other data, provided to Subscribe Pro. • Customer Users – Personal Data, including names, addresses, email, contact information, financial information, transaction details and other information submitted to Subscribe Pro by Customer in the course of using Services. It is not anticipated that Special Categories of Personal Data will be Processed by Subscribe Pro.
Duration of Processing	For as long as Subscribe Pro Processes Personal Data in its capacity as Processor under the Services Agreement.

b. Subscribe Pro agrees that, in so far as Customer is the Controller for Subscribe Pro's Processing activities, Subscribe Pro shall:

    i. process Personal Data (and transfer Personal Data) only in accordance with Customer´s written instructions and in order to perform its obligations under the Services Agreement and not Process any Personal Data for any other purpose, unless required to do so by Applicable Laws to which Subscribe Pro is subject; in such case, Subscribe Pro will inform Customer of that legal requirement before Processing, unless that Law prohibits such information on important grounds of public interest. This DPA and the Services Agreement are Customer's complete and final instructions to Subscribe Pro for the Processing of Personal Data under this DPA and, if applicable, the Standard Contractual Clauses. Any additional or alternate instructions must be agreed upon, and may be charged for, separately. The Customer accepts that the following all amount to instructions by the Customer to Process Personal Data: (a) Processing in accordance with the Services Agreement and applicable order form(s) or statement(s) of work; (b) Processing initiated by users of the Services and (c) using and/or disclosing Personal Data to respond to a Data Subject or Supervisory Authority' s requests as required by law. Subscribe Pro shall immediately inform the Customer if, in its opinion, an instruction from Customer infringes any Data Protection Laws and Regulations;

    ii. not disclose any Personal Data supplied by Customer to any other third party (other than as may be strictly necessary in the provision of the Services) without Customer´s prior written consent (such consent to not be unreasonably withheld or delayed), except where Subscribe Pro is required by Applicable Laws to make such disclosure;

    iii. take all appropriate technological, physical and organizational measures to ensure a level of security of the Personal Data, appropriate to the risk, as those are set out in Annex B;

    iv. ensure that persons authorized to Process Personal Data have committed to confidentiality obligations or are under an appropriate statutory obligation of confidentiality;

v. notify the Customer, without undue delay, if Subscribe Pro becomes aware of a Personal Data Breach and assist the Customer in meeting its obligations under relevant Data Protection Laws and Regulations;

vi. taking into account the nature of the Processing and the information available to Subscribe Pro, assist the Customer in ensuring compliance with the Customer's obligations pursuant to articles 32 to 36 of the GDPR (to ensure a level of security of the Personal Data appropriate to the risk and, where applicable, to notify Personal Data Breaches to the Supervisory Authority/Data Subjects, to carry out data protection impact assessments and to consult the Supervisory Authority prior to Processing), pursuant to the CCPA and its implementing regulations, or under other relevant Data Protection Laws and Regulations;

vii. provide to the Customer reasonable assistance including by such technical and organizational measures, insofar as is possible, to comply with its obligations to Data Subject rights requests under the GDPR, CCPA, or other relevant Data Protection Laws and Regulations;

viii. provide the Customer, upon request, with any information and/or support which is necessary for the Customer to demonstrate that it has complied with its obligations under Article 28 of the GDPR, including allowing for and contributing to audits or inspections carried out by the Customer and/or by a third party appointed by the Customer. The Parties agree that Subscribe Pro will meet its obligations under this paragraph and, where the Standard Contractual Clauses apply, under Clauses 5(f), 11 and 12(2) thereof, by using external independent security professionals selected by Subscribe Pro to verify the adequacy of its security measures (the "Audit") and by providing to the Customer, upon Customer's request and subject to Customer undertaking confidentiality obligations, the result of such Audit in the form of a Systems and Organization Controls (SOC) 2 type II report on operational services ("Report"). In the event that the Customer wishes to undertake a different form of audit, the Customer may contact Subscribe Pro to request this. Before the commencement of any such alternative audit, Customer and Subscribe Pro shall agree upon the costs, scope, timing, and duration of the audit, in addition to the reimbursement of the audit costs for the time spent by Subscribe Pro. In the event that Subscribe Pro and Customer fail to reach an agreement, Customer is entitled to terminate this DPA and the Services Agreement.

c. This paragraph shall apply both to this DPA and, if the Standard Contractual Clauses apply, to the provisions in Clause 5(h) and 11 thereof. For the avoidance of doubt this paragraph shall not apply in cases where Subscribe Pro subcontracts ancillary services to third parties without having access to Personal Data; such ancillary services are not considered Processing.

i. Customer acknowledges and agrees that Subscribe Pro may engage third-party Sub-processors in connection with the provision of the Services. Subscribe Pro will make available to Customer a current list of Sub-processors engaged in connection with the provision of the Services with the identities of those Sub-processors upon request.

ii. Subscribe Pro shall be liable for the acts and omissions of its Sub-processors to the same extent as it would be liable if it performed the Processing carried out by each Sub-processor directly under the terms of this DPA.

iii. Subscribe Pro shall ensure that it imposes on any Sub-processor obligations equivalent to those imposed on it under this DPA and, if applicable, under the Standard Contractual Clauses.

iv. Subscribe Pro shall notify Customer if it wishes to change the list of Sub-processors. If Customer has reasonable grounds to object to Subscribe Pro´s use of a new Sub-processor, Customer shall notify Subscribe Pro promptly in writing within ten (10) business days from the date of notification. In the event that Customer objects and the objection is not unreasonable Subscribe Pro will make reasonable efforts to make available to Customer a change in the Services affected or recommend a commercially reasonable change in the Services. If Subscribe Pro is unable to make a reasonable change within sixty (60) days, Customer may terminate the Services Agreement, in respect of the affected Service which cannot be provided without the use of the objected Sub-processor, by prior notice in writing.

d. During the Term of the Services Agreement, Customer can, subject to limitations set out in Applicable Laws, access the Personal Data at any time and, subject to technical limitations, may export and retrieve such Personal Data upon request or through the customer portal. On termination of this DPA, Customer hereby instructs Subscribe Pro to delete the Personal Data Processed by Subscribe Pro in its capacity as Processor within a reasonable period of time and in any event within 13 months of billing inactivity on a Customer account, unless Subscribe Pro is required to retain such data for a further period in order to comply with Applicable Laws.

e. Subscribe Pro will not independently respond to requests from Customer's end users without Customer's prior written consent, except where required by Applicable Laws.

3. Term

This DPA shall become effective when signed by both parties. Its duration shall depend on the duration of the Services Agreement. Termination of the Services Agreement shall therefore automatically result in termination of this DPA.

4. Limitation of liability

The Sections of the Services Agreement "Warranty & Limitation of Liability" and "Indemnity" shall apply to the parties to this DPA and to the Standard Contractual Clauses and in such respect: (i) any references to Customer shall include Customer's Affiliates which are parties to this DPA, (ii) and, the term "Liability" shall have the meaning set out in the Services Agreement.

The total Liability, subject to the Services Agreement, of Subscribe Pro (including that of Subscribe Pro's Affiliates and suppliers) to Customer and Customer's Affiliates arising out of or in connection with this DPA or a breach of EU Data Protection Legislation, CCPA, or other relevant Data Protection Laws and Regulations, shall be limited to 12 months' Charges paid or payable for the Services during the year in which the Liability arises.

Subscribe Pro does not intend to Process Special Categories of Personal Data on behalf of Customer and the Parties agree that no such data will be Processed under this DPA. If Customer submits or allows Data Subjects to submit such data, Customer acknowledges that it does so at its own risk and agrees to take responsibility for such Processing and shall indemnify and hold Subscribe Pro and its Affiliates harmless against any costs, liability, damages, loss, claims or proceedings which may arise out of such Processing.

5. **International data transfers outside the EEA**

   a. The terms in this Section 5 shall apply to the Processing of Personal Data by Subscribe Pro in the course of providing the Services.

   b. **Application of the Standard Contractual Clauses**

      i. The Standard Contractual Clauses shall apply to: (i) Customer and all Customer Affiliates that are located within the EEA, Switzerland and the UK after the UK has ceased to be a member state of the EU that have subscribed to the Services and which will be considered Data Exporters for the purposes of the Standard Contractual Clauses, and (ii) to Subscribe Pro and its Affiliates.

      ii. The Standard Contractual Clauses apply only to Personal Data that is transferred from the EEA, Switzerland and/or the UK after the UK has ceased to be a member state of the EU, to outside the UK, EEA and Switzerland as applicable, either directly or via onward transfer, to any country or recipient: (i) not recognized by the European Commission as providing an adequate level of protection for personal data (as described in the GDPR) or, (ii) with regard to Personal Data transferred from Switzerland, as per Article 6(1) of the Swiss Federal Data Protection Act. Notwithstanding the foregoing, the Standard Contractual Clauses will not apply if Subscribe Pro has adopted appropriate safeguards in light of article 46 of the GDPR or any of the conditions set forth in article 49 of the GDPR occur**.**

   c. **Switzerland**

   Where Personal Data is transferred from Switzerland outside of Switzerland, the definition of Personal Data shall under the Standard Contractual Clauses have the meaning assigned under the Swiss Federal Data Protection Act and, in accordance with Clause 9 of the Standard Contractual Clauses, the Data Exporter shall have the right to invoke the law of the EU or Swiss Customer Affiliate from which data originated (for EU and Swiss data, respectively).

   d. **Certification of Deletion**

   The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Subscribe Pro to the Data Exporter only upon Data Exporter's request.

   e. **Conflict**

   The provisions in this DPA are intended to be clarifications as to how the parties will meet their obligations under the Standard Contractual Clauses. In the event that any of these provisions

contradicts the Standard Contractual Clauses, then the Standard Contractual Clauses shall prevail to the extent of the contradiction.

6. **CALIFORNIA CONSUMER PRIVACY ACT OF 2018**

   a. Subscribe Pro is a "Service Provider" as defined in CCPA Section 1798.140(v).
   b. Customer discloses Personal Data to Subscribe Pro solely for: (i) a valid business purpose; and (ii) Subscribe Pro to perform the Services.
   c. Subscribe Pro is prohibited from: (i) selling Personal Data; (ii) retaining, using, or disclosing Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Data other than as permitted by the Services Agreement.
   d. Subscribe Pro understands and certifies that it will comply with the prohibitions outlined in Section 6.
   e. Subscribe Pro may engage other Service Providers (as defined under the CCPA), to assist in providing the Services to Customer ("Sub-Service Providers"). Subscribe Pro will ensure Sub-Service Providers comply with the CCPA and the provisions of this DPA, including certification by Sub-Service Providers that they understand the provisions and will comply with them.

7. Legal effect

This DPA is between Customer and Subscribe Pro and (save to the extent that this DPA and/or the Standard Contractual Clauses provide otherwise) is governed by the law specified in the Services Agreement and subject to the jurisdiction of the courts specified in that Services Agreement.

In witness whereof, each of the undersigned companies have caused this DPA to be signed and delivered by its duly authorized representatives.

_____

Authorized signature: _____

Name: _____

Title: _____

Date: _____

Subscribe Pro Inc.

Authorized signature: _____

Name: _____

Title: _____

Date: _____

ANNEX A

STANDARD CONTRACTUAL CLAUSES

The Standard Contractual Clauses are available at the following link http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex:32010D0087 . The parties hereby agree that by reference to this link the Clauses shall be deemed incorporated into this DPA and made an integral part of it.

The parties to these Standard Contractual Clauses agree that the details required under Appendix 1 thereof are set out under paragraph 2 of the DPA to which these Standard Contractual Clauses are annexed and the security measures required under Appendix 2 to the Standard Contractual Clauses are those set out under paragraph 2 of the DPA. The parties further agree that paragraph 4 "Limitation of Liability" of such DPA shall apply to these Standard Contractual Clauses.

_____

On behalf of the Data Exporter:

Name (written out in full):

Position:

Address:

Signature: _____

(stamp of organisation)

Subscribe Pro Inc.

On behalf of the Data Importer:

Name (written out in full):

Position:

Address:

Signature: _____

(stamp of organisation)

ANNEX B - SECURITY MEASURES

Description of the technical and organizational security measures implemented by the data processor:

The data processor will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of personal data provided by the data exporter in the process of providing Services, including the following:

1. Physical access control

Sub-Processors are reviewed to determine whether they have appropriate security measures implemented to control physical access to the systems used to deliver Services.

2. Logical access control

Internal access by data processor employees to Services software tools and components requires authentication with named user accounts and complex passwords with a minimum length. Role-based access controls are implemented on all employee-facing components of Services.

3. Data access control

Technical and organizational measures are implemented to ensure that persons entitled to access a data processing system gain access only to personal data in accordance with their differentiated access rights (profiles, roles, transactions and objects), and that personal data cannot be read, copied, modified or deleted without authorization, including encryption at rest for data stored as part of Services.

4. Disclosure control

Technical and organizational measures are implemented to ensure that personal data cannot be read, copied, modified or deleted without authorization during electronic transmission, transport, or storage, including encryption in transit for access to Services.

5. Availability control

Services are deployed in a highly-available manner with redundancy on all layers to protect against accidental destruction or loss (physical/logical). Full backups of personal data are performed on a daily basis and backups are automatically tested to ensure consistency.

6. Job control

Technical and organizational measures are implemented to ensure all personal data processed by Services is processed in compliance with data importer's instructions, including version control and change management systems, quality assurance testing and redundant business processes.

7. Separation control

Technical (logical) and organizational measures are implemented to ensure that personal data uploaded by Customer for processing using Services is processed separately from other customers.

_____

On behalf of the Data Exporter:

Name (written out in full):

Position:

Address:

Signature: _____

(stamp of organisation)

Subscribe Pro Inc.

On behalf of the Data Importer:

Name (written out in full):

Position:

Address:

Signature: _____

(stamp of organisation)