Customer GDPR Data Processing Agreement

This Customer Data Processing Agreement reflects the requirements of the European Data Protection Regulation ("GDPR") as it comes into effect on May 25, 2018. ContactPigeon's services offered in the European Union are GDPR ready and this DPA provides You with the necessary documentation of this readiness.

This Data Processing Agreement ("DPA") is an addendum to the Terms of Use ("Agreement") between ContactPigeon and You, the Customer. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. Customer enters into this DPA on behalf of itself and, to the extent required under Data Protection Laws, in the name and on behalf of its Authorized Affiliates (defined below).

The parties agree as follows:

1. Definitions

"Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

"Agreement" means ContactPigeon's Terms of Use, which govern the provision of the Services to Customer, as such terms may be updated by ContactPigeon from time to time.

"Control" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "Controlled" shall be construed accordingly.

"Customer Data" means any Personal Data that ContactPigeon processes on behalf of Customer as a Data Processor in the course of providing Services, as more particularly described in this DPA.

"Data Protection Laws" means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ("Directive") and on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("GDPR"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced).

"EEA" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

"Group" means any and all Affiliates that are part of an entity's corporate group.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" has the meaning given to it in the GDPR and "process", "processes" and "processed" shall be interpreted accordingly.

"Security Incident" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.

"Services" means any product or service provided by ContactPigeon to Customer pursuant to the Agreement.

"Sub-processor" means any Data Processor engaged by ContactPigeon or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or members of the ContactPigeon Group.

2. Relationship with the Agreement

2.1 The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

2.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

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

2.4 Any claims against ContactPigeon or its Affiliates under this DPA shall be brought solely against the entity that is a party to the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Customer further agrees that any regulatory penalties incurred by ContactPigeon in relation to the Customer Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce ContactPigeon's liability under the Agreement as if it were liability to the Customer under the Agreement.

2.5 No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.6 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

3. Scope and Applicability of this DPA

3.1 This DPA applies where and only to the extent that ContactPigeon processes Customer Data that originates from the EEA and/or that is otherwise subject to EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement. The parties agree to comply with the terms and conditions in this DPA in connection with such Customer Data.

3.2 Part A of this DPA, as well as Annexes A and B of this DPA shall apply to the processing of Customer Data within the scope of this DPA from the Effective Date.

3.3 Part B of this DPA shall apply to the processing of Customer Data within the scope of the DPA from and including 25th May 2018. For the avoidance of doubt, Part B shall apply in addition to, and not in substitution for, the terms in Part A.

3.4 Part C of this DPA shall apply to the whole DPA and Agreement.

Part A: General Data Protection Obligations

4. Roles and Scope of Processing

4.1 Role of the Parties. As between ContactPigeon and Customer, Customer is the Data Controller of Customer Data and ContactPigeon shall process Customer Data only as a Processor on behalf of Customer. Nothing in the Agreement or this

DPA shall prevent ContactPigeon from using or sharing any data that ContactPigeon would otherwise collect and process independently of Customer's use of the Services.

4.2 Customer Processing of Customer Data. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Customer Data and any processing instructions it issues to ContactPigeon; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for ContactPigeon to process Customer Data and provide the Services pursuant to the Agreement and this DPA.

4.3 ContactPigeon Processing of Customer Data. As a Processor, ContactPigeon shall process Customer Data only for the following purposes: (i) processing to perform the Services in accordance with this DPA and the Agreement; (ii) processing to perform any steps necessary for the performance of the Agreement; and (iii) to comply with other reasonable instructions provided by Customer to the extent they are consistent with the terms of this Agreement and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to ContactPigeon in relation to the processing of Personal Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and ContactPigeon.

4.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Data.

(b) Duration: As between ContactPigeon and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: The purpose of the data processing under this DPA is the provision of the Services to the Customer and the performance of ContactPigeon's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

(d) Nature of the processing: ContactPigeon provides an email service, automation and marketing platform and other related services, as described in the Agreement.

(e) Categories of data subjects: Any individual accessing and/or using the Services through the Customer's account ("Users"); and any individual: (i) whose email address is included in the Customer's Distribution List; (ii) whose information is stored on or collected via the Services, or (iii) to whom Users send messages or otherwise engage or communicate with via the Services (collectively, "Subscribers").

(f) Types of Customer Data:

(i) Customer and Users: identification and contact data (email address, name, address, title, contact details, username); financial information (credit card details, account details, payment information); employment details (employer, job title, geographic location, area of responsibility);

(ii) Subscribers: identification and contact data (name, date of birth, gender, general, occupation or other demographic information, address, title, contact details, including email address), personal interests or preferences (including purchase history, marketing preferences and publically available social media profile information); IT information (IP addresses, usage data, cookies data, online navigation data, location data, browser data); financial information (account details, payment information).

4.5 Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that ContactPigeon shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, ContactPigeon is the Data Controller of such data and accordingly shall process such data in accordance with the ContactPigeon Privacy Policy and Data Protection Laws.

4.6 Tracking Technologies. Customer acknowledges that in connection with the performance of the Services, ContactPigeon employs the use of cookies, unique identifiers, web beacons and similar tracking technologies ("Tracking Technologies"). Customer shall maintain appropriate notice, consent, opt-in and opt-out mechanisms as are required by Data Protection Laws to enable ContactPigeon to deploy Tracking Technologies lawfully on, and collect data from, the devices of Subscribers in accordance with and as described in the Agreement.

5. Subprocessing

5.1 Authorized Sub-processors. Customer agrees that ContactPigeon may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by ContactPigeon and authorized by Customer are listed in Annex A.

5.2 Sub-processor Obligations. ContactPigeon shall: (i) enter into a written agreement with the Subprocessor imposing data protection terms that require the Sub-processor to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause ContactPigeon to breach any of its obligations under this DPA.

6. Security

6.1 Security Measures. ContactPigeon shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, in accordance with ContactPigeon's security standards described in Annex B ("Security Measures").

6.2 Updates to Security Measures. Customer is responsible for reviewing the information made available by ContactPigeon relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that ContactPigeon may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

6.3 Customer Responsibilities. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

7. Security Reports and Audits

7.1 ContactPigeon shall maintain records of its security standards. Upon Customer's written request, ContactPigeon shall provide (on a confidential basis) copies of relevant report summaries and/or other documentation reasonably required by Customer to verify ContactPigeon's compliance with this DPA.

7.2. ContactPigeon may further provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires, that Customer (acting reasonably) considers necessary to confirm ContactPigeon's compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

8. International Transfers

8.1 Processing Locations. ContactPigeon stores and processes Customer Data in data centers located inside the European Union.

Part B: GDPR Obligations from 25 May 2018

9. Additional Security

9.1 Confidentiality of processing. ContactPigeon shall ensure that any person who is authorized by ContactPigeon to process Customer Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

9.2 Security Incident Response. Upon becoming aware of a Security Incident, ContactPigeon shall notify Customer without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

10. Changes to Sub-processors

10.1 ContactPigeon shall provide Customer reasonable advance notice (for which email shall suffice) if it adds or removes Sub-processors.

10.2 Customer may object in writing to ContactPigeon's appointment of a new Sub-processor on reasonable grounds relating to data protection by notifying ContactPigeon promptly in writing within five (5) calendar days of receipt of ContactPigeon's notice in accordance with Section 10.1. Such notice shall explain the reasonable grounds for the objection. In such event, the parties shall discuss such concerns in good faith with a view to achieving commercially reasonable resolution. If this is not possible, either party may terminate the applicable Services that cannot be provided by ContactPigeon without the use of the objected-to-new Sub-processor (without prejudice to any fees incurred by Customer prior to termination).

11. Return or Deletion of Data

11.1 Upon termination or expiration of the Agreement, ContactPigeon shall (at Customer's election) delete or return to Customer all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent ContactPigeon is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Customer Data ContactPigeon shall securely isolate and protect from any further processing, except to the extent required by applicable law.

12. Cooperation

12.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, ContactPigeon shall (at Customer's expense) provide reasonable cooperation to assist Customer to respond to any requests from

individuals or applicable data protection authorities relating to the processing of Personal Data under the Agreement. In the event that any such request is made directly to ContactPigeon, ContactPigeon shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If ContactPigeon is required to respond to such a request, ContactPigeon shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

12.2 If a law enforcement agency sends ContactPigeon a demand for Customer Data (for example, through a subpoena or court order), ContactPigeon shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, ContactPigeon may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then ContactPigeon shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless ContactPigeon is legally prohibited from doing so.

12.3 To the extent ContactPigeon is required under EU Data Protection Law, ContactPigeon shall (at Customer's expense) provide reasonably requested information regarding ContactPigeon's processing of Customer Data under the Agreement to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

Part C: Miscellaneous

13.1 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

13.2 This DPA is a part of and incorporated into the Agreement so references to "Agreement" in the Agreement shall include this DPA.

13.3 In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise.

13.4 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by Data Protection Laws.

ContactPigeon

By:

Name: Sofia Spanou

Title: Data Protection Officer (DPO)

Annex A - List of ContactPigeon Sub-processors: Available upon request

Annex B – Security Measures: Available upon request