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Data Processing Addendum

Last Updated: July/11/2021

This Data Processing Addendum, including its Exhibits and Appendices, ("DPA") forms part of the Master Subscription Agreement or other written or electronic agreement between Dedicated and Customer for the subscription of services from Dedicated (identified either as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data. In the event of a conflict, the DPA Exhibits prevail over the DPA which prevails over the rest of the Agreement.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent Dedicated processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, Dedicated may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

How this DPA Applies

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. If the Customer entity signing this DPA has executed an Order Form with Dedicated or pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms.

Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Dedicated, but has not signed its own Order Form with Dedicated and is not a "Customer" as defined under this DPA.

"Business" has the meaning set forth in Section 1798.140(v) of the CCPA.

"Business Purpose" has the meaning set forth in Section 1798.140(v) of the CCPA.

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

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means the entity that executed the Agreement together with its Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

"Customer Data" means what is defined in the Agreement as "Customer Data", provided that such data is electronic data and information submitted by or for Customer to the Services. This DPA does not apply to Content as defined in the Agreement or, if not defined in the Agreement, as defined in the Master Subscription Agreement at https://www.dedicated.ai/services-agreement.

"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 Agreement as amended from time to time.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"End Users" means any individuals Customer permits to use the Services, as defined in the Agreement.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), including as implemented or adopted under the laws of the United Kingdom.

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic 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.

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"Service Provider" has the meaning set forth in Section 1798.140(v) of the CCPA.

"Standard Contractual Clauses" means the agreement executed by and between Customer and Dedicated and attached hereto as Exhibit 2 pursuant to the European Commission's decision

(C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

"Sub-processor" means any Processor engaged by Dedicated.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR or, for the United Kingdom, the Information Commissioner's Office ("ICO").

1. Processing

1.1 Customer is: (a) a Controller of Customer Data; or (b) acting as Processor on behalf of other Controllers and has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Customer Data by Dedicated as Customer's subprocessor as set out in this DPA. Customer appoints Dedicated as Processor to Process Customer Data. If there are other Controllers, Customer will identify and inform Dedicated of any such other Controllers prior to providing their Personal Data, in accordance with the relevant DPA Exhibits.

1.2 A list of categories of Data Subjects, types of Customer Data, Special Categories of Personal Data and the processing activities is set out in Exhibit 1. The duration of the Processing corresponds to the duration of the Service unless otherwise stated in Exhibit 1. The purpose and subject matter of the Processing is the provision of the Service as described in the Agreement.

1.3 Dedicated will Process Customer Data according to Customer's documented instructions. The scope of Customer's instructions for the Processing of Customer Data is defined by the Agreement, and, if applicable, Customer's and its End Users' use and configuration of the features of the Service. If Dedicated believes an instruction violates the Data Protection Laws and Regulations, Dedicated will immediately inform Customer, and may suspend the performance of such instruction until Customer has modified or confirmed its lawfulness in documented form.

1.4 Customer shall serve as a single point of contact for Dedicated. As other Controllers may have certain direct rights against Dedicated, Customer undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. Dedicated shall be discharged of its obligation to inform or notify another Controller when Dedicated has provided such information or notice to Customer. Similarly, Dedicated will serve as a single point of contact for Customer with respect to its obligations as a Processor under this DPA.

1.5 Dedicated will comply with all Data Protection Laws and Regulations in respect of the Services applicable to Dedicated as Processor. Dedicated is not responsible for determining the requirements of laws or regulations applicable to Customer's business, or that a Service meets the requirements of any such applicable laws or regulations. As between the parties, Customer is responsible for the lawfulness of the Processing of the Customer Data. Customer will not use the Services in a manner that would violate applicable Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from sales or other disclosures of Personal Data, to the extent applicable under the CCPA.

2. Technical and organizational measures

2.1 Customer and Dedicated agree that Dedicated will implement and maintain the technical and organizational measures set forth in Dedicated's Technical and Organizational Measures document, which ensure a level of security appropriate to the risk for Dedicated's scope of responsibility. Dedicated's Technical and Organizational Measures is subject to technical progress and further development. Accordingly, Dedicated reserves the right to modify Dedicated's Technical and Organizational Measures provided that the functionality and security of the Services are not degraded. The Technical and Organizational Measures can be found [here](#).

3. Data Subject Rights and Requests

Dedicated will inform Customer of requests from Data Subjects exercising their Data Subject rights (e.g., including but not limited to rectification, deletion and blocking of data) addressed directly to Dedicated regarding Customer Data. Customer shall be responsible for handling such requests of Data Subjects. Dedicated will reasonably assist Customer in handling such Data Subject requests in accordance with Section 11.2.

4. Third Party Requests and Confidentiality

4.1 Dedicated will not disclose Customer Data to any third party, unless authorized by the Customer or required by law. If a government or Supervisory Authority demands access to Customer Data, Dedicated will notify Customer prior to disclosure, unless such notification is prohibited by law.

4.2 Dedicated requires all of its personnel authorized to Process Customer Data to commit themselves to confidentiality and not Process such Customer Data for any other purposes, except on instructions from Customer or unless required by applicable law.

5. Authorized Affiliates

5.1 The parties acknowledge and agree that, by executing the Agreement, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Dedicated and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 5 and Section 6. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

5.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Dedicated under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

5.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with Dedicated, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

> 5.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Dedicated directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall

exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in Section 5.3.2, below).

5.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Dedicated by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

6. Limitation of Liability

6.1 Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Dedicated, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

6.2 For the avoidance of doubt, Dedicated's total liability for all claims from Customer and all of its Authorized Affiliates arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

7. Demonstration of Compliance and Audit

7.1 Subject to Sections 7.2 to 7.5, Dedicated shall make available to Customer on request information necessary to demonstrate compliance with this DPA and shall allow for and contribute to audits, including inspections, by Customer or an auditor mandated by Customer in relation to Dedicated's Processing of Customer Data, subject to the confidentiality obligations set forth in the Agreement. Customer acknowledges and agrees that Customer will exercise its audit rights under this DPA by instructing Dedicated to comply with the audit measures described in this Section 7. Customer further acknowledges that the Service is hosted by Dedicated's data center partners who maintain independently validated security programs (including SOC 2 and ISO 27001). At Customer's written request, Dedicated will provide written responses (on a confidential basis) to all reasonable requests for information made by Customer necessary to confirm our compliance with this DPA, provided that Customer will not exercise this right more than once per calendar year. Dedicated shall immediately inform Customer if, in its opinion, an instruction pursuant to this Section 7 (Audit Rights) infringes the GDPR or other EU or Member State data protection provisions. For the avoidance of doubt, if the Standard Contractual Clauses apply, nothing in this Section varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or Data Subject's rights under the Standard Contractual Clauses.

7.2 Information and audit rights of the Customer only arise under Section 7 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law (including, where applicable, Article 28(3)(h) of the GDPR).

7.3 Customer shall reimburse Dedicated for any time expended for any on-site audit at Dedicated's then-current professional services rates, which shall be made available to Customer upon request. Before

the commencement of any such on-site audit, Customer and Dedicated shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Dedicated. Customer shall promptly notify Dedicated with information regarding any non-compliance discovered during the course of an audit.

7.4   In order to reduce any risk to Dedicated's other customers, Customer shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing (or, if it cannot avoid, to minimise) any inconvenience, damage, injury or disruption to Dedicated's premises, equipment, personnel and business while its personnel are on those premises in the course of such an on-audit or inspection.

7.5 Any auditor mandated by the Customer shall not be a direct competitor of Dedicated with regard to the Services and shall be bound to an obligation of confidentiality.

8. Return or Deletion of Customer Data

8.1 Upon termination or expiration of the Agreement, Dedicated will either delete or return Customer Data in its possession as set out in the respective DPA Exhibit, unless otherwise required by applicable law.

9. Subprocessors

9.1   Customer authorizes the engagement of other Processors to Process Customer Data (Subprocessors). A list of the current Subprocessors is set out in Exhibit 3. Dedicated will notify Customer in advance of any addition or replacement of the Subprocessors as set out in Exhibit 3. Within 30 days after Dedicated's notification of the intended change, Customer can object to the addition of a Subprocessor on the basis that such addition would cause Customer to violate applicable legal requirements. Customer's objection shall be in writing and include Customer's specific reasons for its objection and options to mitigate, if any. If Customer does not object within such period, the respective Subprocessor may be commissioned to Process Customer Data. Dedicated shall impose substantially similar but no less protective data protection obligations as set out in this DPA on any approved Subprocessor prior to the Subprocessor initiating any Processing of Customer Data.

9.2   If Customer legitimately objects to the addition of a Subprocessor and Dedicated cannot reasonably accommodate Customer's objection, Dedicated will notify Customer. Customer may terminate the affected Services as set out in the Agreement, otherwise the parties shall cooperate to find a feasible solution.

10. Personal Data Breach

10.1 Dedicated will notify Customer without undue delay after becoming aware of a Personal Data Breach with respect to the Services. Dedicated will promptly investigate the Personal Data Breach if it occurred on Dedicated infrastructure or in another area Dedicated is responsible for and will assist Customer as set out in Section 11.

11. Assistance

11.1   Dedicated will assist Customer by technical and organizational measures for the fulfillment of Customer's obligation to comply with the rights of Data Subjects. To the extent that the required information is reasonably available to Dedicated and Customer does not otherwise have access to the

required information, Dedicated will also assist in ensuring compliance with Customer's obligations relating to the security of Processing, the notification and communication of a Personal Data Breach and the Data Protection Impact Assessment, including, to the extent required by European Data Protection Laws, prior consultation with the responsible Supervisory Authority, taking into account the nature of the processing and the information available to Dedicated.

11.2 Customer will make a written request for any assistance referred to in this DPA. To the extent permitted by law, Dedicated may charge Customer no more than a reasonable charge to perform such assistance, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable provision of the Agreement. If Customer does not agree to the quote, the parties agree to reasonably cooperate to find a feasible solution.

12. European Specific Provisions

12.1 Transborder Data Processing

> 12.1.1 In the case of a transfer of Customer Data to a country not providing an adequate level of protection pursuant to the Data Protection Laws (Non-Adequate Country), the parties shall cooperate to ensure compliance with the applicable Data Protection Laws as set out in the following Sections. If Customer believes the measures set out below are not sufficient to satisfy the legal requirements, Customer shall notify Dedicated and the parties shall work together to find an alternative.

> 12.1.2 By entering into the Agreement, Customer is entering into EU Standard Contractual Clauses as set out in Exhibit 2 (EU SCC) with Dedicated as follows:

> - if Customer is a Controller of all or part of the Customer Data, Customer is entering into the EU SCC in respect to such Customer Data; and
> - if Customer is acting as Processor on behalf of other Controllers of all or part of the Customer Data, then Customer is entering into the EU SCC:

> (i) as back-to-back EU SCC in accordance with Clause 11 of the EU Standard Contractual Clauses (Back-to-Back SCC), provided that Customer has entered into separate EU Standard Contractual Clauses with the Controllers; or

> (ii) on behalf of the other Controller(s).

> If Customer is unable to agree to the EU SCC or Back-to-Back SCC on behalf of another Controller, as set out in Section 10.2, Customer will procure the agreement of such other Controller to enter into those agreements directly. Additionally, Customer agrees and, if applicable, procures the agreement of other Controllers that the EU SCC or the Back-to-Back SCC, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU SCC and Back-to-Back SCC shall prevail.

13. CCPA Specific Provisions

13.1 When processing California Personal Information in accordance with Customer's Instructions, the parties acknowledge and agree that Customer is a Business and we are a Service Provider for the purposes of the CCPA.

13.2 <u>Responsibilities</u>. The parties agree that Dedicated will Process California Personal Information as a Service Provider strictly for the purpose of performing the Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA.

<u>List of Exhibits</u>
Exhibit 1. Details of the Processing
Exhibit 2. Standard Contractual Clauses
Exhibit 3. List of Sub-Processors

[THE REMAINDER OR THIS PAGE IS INTENTIONALLY LEFT BLANK]

(Signature page follows)

Dedicated Technologies, Inc.   **Customer:**

Signature: *Julian Newman*   Signature: _____
              _____

Name: Julian Newman   Name:

Title: CEO   Title:

Email: j@dedicated.ai   Email:

Date: 07 / 27 / 2021   Date: _____
              _____

Exhibit 1

Details of the Processing

Nature and Purpose of Processing

Dedicated will Process Personal Data as necessary to perform the Services pursuant to the Agreement, the Order Form, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 8 of the DPA, Dedicated will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's End Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- Professional life data
- Personal life data

Special categories of data (if appropriate)

The parties do not anticipate the transfer of special categories of data.

Exhibit 2

Standard Contractual Clauses

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation:

Address:

Tel.: ; fax: ; e-mail:

Other information needed to identify the organisation:

....

(the data **exporter**)

And

Name of the data importing organisation: Dedicated Technologies, Inc.

Address: 228 Park Ave S PMB 71488, New York, New York 10003-1502 US

Tel.: 765-237-2880; fax: Not applicable; e-mail: privacy@dedicated.ai

Other information needed to identify the organisation: Not applicable

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

> (a) 'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of

the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

(b) 'the data exporter' means the controller who transfers the personal data;

(c) 'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article25(1) of Directive 95/46/EC;

(d) 'the subprocessor' means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which

it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

(i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii) any accidental or unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees

that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

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

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

Clause 7

Mediation and jurisdiction

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

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

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

Clause 10

Variation of the contract

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

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

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

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature..

(stamp of organisation)

On behalf of the data importer:

Name (written out in full): Julian Newman

Position: CEO

Address: 228 Park Ave S PMB 71488, New York, New York 10003-1502 US

Other information necessary in order for the contract to be binding (if any):

Julian Newman

Signature..

(stamp of organisation)

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer): Data Exporter is the legal entity that signed the DPA.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Dedicated Technologies, Inc. is a provider of prospective client outreach and sales and marketing support services which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to Dedicated, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's End Users authorized by data exporter to use the SCC Services

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to Dedicated, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- Professional life data
- Personal life data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

The parties do not anticipate the transfer of special categories of data.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of Dedicated's Services pursuant to the Agreement.

DATA EXPORTER

Name:..

Authorised Signature ....

DATA IMPORTER

Name:.. Julian Newman

Authorised Signature .... *Julian Newman*

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Technical and Organizational Measures document applicable to the Services purchased by data exporter, and accessible here or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Services during a subscription term.

DATA EXPORTER

Name:...

Authorised Signature ....

DATA IMPORTER

Name:...
Julian Newman

Authorised Signature ....
Julian Newman

Exhibit 3. List of Sub-Processors

Subprocessor	Location	Purpose
Google, Inc.	United States	Cloud Service Provider and Search Engine
Amazon Web Services	United States	Cloud Service Provider
SendGrid	United States	Customer Communication Platform
Mailgun	United States	Email Delivery Service
Postmark	United States	Email Delivery Service
NeverBounce	United States	Email Verification Tool
Crisp Chat	France	Messaging Platform
Intercom	United States	Customer Communication Platform
Typeform	Spain	Online Forms Services