

## Appendix A: DATA PROCESSOR AGREEMENT

### 1. Introduction

1.1 This agreement re processing of personal data (the “Data Processor Agreement”) regulates Relenta’s (the “Data Processor”) processing of personal data on behalf of the client (the “Data Controller”) and is attached as an addendum to the Relenta Terms of Service agreement in which the parties have agreed the terms for the Data Processor’s delivery of services to the Data Controller.

### 2. Legislation

2.1 The Data Processor Agreement shall ensure that the Data Processor complies with the applicable data protection and privacy legislation (the “Applicable Law”), including in particular The European Parliament and the Council’s Regulation 2016/679 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 that entered into force on 24 May 2016 and will be applicable on 25 May 2018 (“GDPR”). Irrespective of the general use and reference to GDPR in this Data Processor Agreement, the parties are not obliged to comply with GDPR before 25 May 2018.

### 3. Processing of personal data

3.1 Purpose: The purpose of the processing under the Terms of Service Agreement is the provision of the Services by the Data Processor as specified in the Terms of Service Agreement.

3.2 In connection with the Data Processor’s delivery of the Main Services to the Data Controller, the Data Processor will process certain categories and types of the Data Controller’s personal data on behalf of the Data Controller.

3.3 “Personal data” includes “any information relating to an identified or identifiable natural person” as defined in GDPR, article 4 (1) (1) (the “Personal Data”). The categories and types of Personal Data processed by the Data Processor on behalf of the Data Controller are listed in sub-appendix A. The Data Processor only performs processing activities that are necessary and relevant to perform the Main Services. The parties shall update sub-appendix A whenever changes occur that necessitates an update.

3.4 The Data Processor shall have and maintain a register of processing activities in accordance with GDPR, article 32 (2).

3.5. The Data Processor processes personal data about the Data Controller and the Data Controller’s employees in connection with the Data Processor’s sale, marketing and product development. These personal data are not comprised by this Data Processor Agreement, because the Data Processor is data controller for said personal data, and reference is made to the Data Processor’s data protection and privacy policy available at the Data Processor’s website.

#### 4. Instruction

4.1 The Data Processor may only act and process the Personal Data in accordance with the documented instruction from the Data Controller (the "Instruction"), unless required by law to act without such instruction. The Instruction at the time of entering into this Data Processor Agreement (DPA) is that the Data Processor may only process the Personal Data with the purpose of delivering the Main Services as described in the Terms of Service Agreement.

4.2 The Data Controller guarantees to process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. The Data Controller's instructions for the processing of Personal Data shall comply with Applicable Law, including the legislative requirements re lawfulness of processing. The Data Controller will have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which it was obtained.

4.3 The Data Processor will inform the Data Controller of any instruction that it deems to be in violation of Applicable Law and will not execute the instructions until they have been confirmed or modified.

#### 5. The Data Processor's obligations

##### 5.1 Confidentiality

5.1.1 The Data Processor shall treat all the Personal Data as strictly confidential information. The Personal Data may not be copied, transferred or otherwise processed in conflict with the Instruction, unless the Data Controller in writing has agreed.

5.1.2 The Data Processor's employees shall be subject to an obligation of confidentiality that ensures that the employees shall treat all the Personal Data under this DPA with strict confidentiality.

5.1.3 Personal Data will only be made available to personnel that require access to such Personal Data for the delivery of the Main Services and this Data Processor Agreement.

5.2 The Data Processor shall also ensure that employees processing the Personal Data only process the Personal Data in accordance with the Instruction.

##### 5.3 Security

5.3.1 The Data Processor shall implement the appropriate technical and organizational measures as set out in this Agreement and in the Applicable Law, including in accordance with GDPR, article 32. The Data Processor 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.

5.3.2. The Data Processor shall provide documentation for the Data Processor's security measures if requested by the Data Controller in writing.

##### 5.4. Data protection impact assessments and prior consultation

5.5.1 If the Data Processor's assistance is necessary and relevant, the Data Processor shall assist the Data Controller in preparing data protection impact assessments in accordance with GDPR, article 35, along with any prior consultation in accordance with GDPR, article 36.

#### 5.6 Rights of the data subjects

5.6.1 If the Data Controller receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and the correct and legitimate reply to such a request necessitates the Data Processor's assistance, the Data Processor shall assist the Data Controller by providing the necessary information and documentation. The Data Processor shall be given reasonable time to assist the Data Controller with such requests in accordance with the Applicable Law.

5.6.2 If the Data Processor receives a request from a data subject for the exercise of the data subject's rights under the Applicable Law and such request is related to the Personal Data of the Data Controller, the Data Processor must immediately forward the request to the Data Controller and must refrain from responding to the person directly.

#### 5.7 Personal Data Breaches

5.7.1 The Data Processor shall give immediate notice to the Data Controller if a breach occurs, that can lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to, personal data transmitted, stored or otherwise processed re the Personal Data processed on behalf of the Data Controller (a "Personal Data Breach").

5.7.2. The Data Processor shall have and maintain a register of all Personal Data Breaches. The register shall at a minimum include the following: (i) A description of the nature of the Personal Data Breach, including, if possible, the categories and the approximate number of affected Data Subjects and the categories and the approximate number of affected registrations of personal data. (ii) A description of the likely as well as actually occurred consequences of the Personal Data Breach. (iii) A description of the measures that the Data Processor has taken or proposes to take to address the Personal Data Breach, including, where appropriate, measures taken to mitigate its adverse effects.

5.7.3 The register of Personal Data Breaches shall be provided to the Data Controller in copy if so requested in writing by the Data Controller or the relevant Data Protection Agency.

#### 5.8 Documentation of compliance and Audit Rights

5.8.1 The Data Processor shall after the Data Controller's written request hereof provide documentation substantiating that: (i) the Data Processor complies with its obligations under this Data Processor Agreement and the Instruction; and (ii) the Data Processor complies with the Applicable Law in respect of the processing of the Data Controller's Personal Data.

5.8.2 The Data Processor's documentation of compliance shall be provided within reasonable time.

5.8.3 The Data Controller may be requested to sign a non-disclosure agreement reasonably acceptable to the Data Processor before being furnished with the above.

## 5.9 Data Transfers

5.9.1 Ordinarily, the Data Processor will not transfer your data to countries outside the European Economic Area. In some cases, personal data will be saved on storage solutions that have servers outside the European Economic Area (EEA).

## 6. Sub-Processors

6.1 The Data Processor is given general authorisation to engage third-parties to process the Personal Data ("Sub-Processors") without obtaining any further written, specific authorization from the Data Controller.

6.3 The Data Processor shall complete a written sub-processor agreement with any Sub-Processors. Such an agreement shall at minimum provide the same data protection obligations as the ones applicable to the Data Processor, including the obligations under this Data Processor Agreement. The Data Processor shall on an ongoing basis monitor and control its Sub-Processors' compliance with the Applicable Law. Documentation of such monitoring and control shall be provided to the Data Controller if so requested in writing.

6.4 The Data Processor is accountable to the Data Controller for any Sub-Processor in the same way as for its own actions and omissions.

6.5 The Data Processor is at the time of entering into this Data Processor Agreement using the Sub-Processors listed in sub-appendix B. If the Data Processor initiates sub-processing with a new Sub-Processor, such new Sub-Processor shall be added to the list in sub-appendix B under paragraph 2.

## 7. Remuneration and costs

7.1 The Data Controller shall remunerate the Data Processor based on time spent to perform the obligations under section 5.5, 5.6, 5.7 and 5.8 of this Data Processor Agreement based on the Data Processor's hourly rates.

7.2 The Data Processor is also entitled to remuneration for any time and material used to adapt and change the processing activities in order to comply with any changes to the Data Controller's Instruction, including implementation costs and additional costs required to deliver the Main Services due to the change in the Instruction. The Data Processor is exempted from liability for non-performance with the Terms of Service Agreement if the performance of the obligations under the Terms of Service Agreement would be in conflict with any changed Instruction or if contractual delivery in accordance with the changed Instruction is impossible. This could for instance be the case; (i) if the changes to the Instruction cannot technically, practically or legally be implemented; (ii) where the Data Controller explicitly requires that the changes to the Instruction shall be applicable before the changes can be implemented; and (iii) in the period of time until the Terms of Service Agreement is changed to reflect the new Instruction and commercial terms thereof.

7.3 If changes to the Applicable Law, including new guidance or courts practice, result in additional costs to the Data Processor, the Data Controller shall indemnify the Data Processor of such documented costs.

## 8. Limitation of Liability

8.1 The Terms of Service Agreement's regulation of breach of contract and the consequences hereof shall apply equally to this Data Processor Agreement as if this Data Processor Agreement is an integrated part hereof.

8.2 Each party's cumulated liability under this Data Processor Agreement is limited to the payments made under the Terms of Service Agreement in the 12 months before the occurrence of the circumstances leading to a breach of contract. If the Data Processor Agreement has not been in force for 12 months before the occurrence of the circumstances leading to a breach of contract, the limited liability amount shall be calculated proportionately based on the actual performed payments.

8.3 The limitation of liability does not apply to the following: (i) Losses as a consequence of the other party's gross negligence or willful misconduct. (ii) A party's expenses and resources used to perform the other party's obligations, including payment obligations, towards a relevant data protection agency or any other authority.

## 9. Duration

9.1 The Data Processor Agreement shall remain in force until the Terms of Service Agreement is terminated.

## 10. Termination

10.1 The Data Processor's authorization to process Personal Data on behalf of the Data Controller shall be annulled at the termination of this Data Processor Agreement.

10.2 The Data Processor shall continue to process the Personal Data for up to three months after the termination of the Data Processor Agreement to the extent it is necessary and required under the Applicable Law. In the same period, the Data Processor is entitled to include the Personal Data in the Data Processor's backup. The Data Processor's processing of the Data Controller's Personal Data in the three months after the termination of this Data Processor Agreement shall be considered as being in accordance with the Instruction.

10.3 At the termination of this Data Processor Agreement, the Data Processor and its SubProcessors shall return the Personal Data processed under this Data Processor Agreement to the Data Controller, provided that the Data Controller is not already in possession of the Personal Data. The Data Processor is hereafter obliged to delete all the Personal Data and provide documentation for such deletion to the Data Controller.

## 12. Contact

12.1 The contact information for the Data Processor and the Data Controller is provided in the Terms of Service Agreement.

## Sub-appendix A

### 1. Personal Data

1.1 The Data Processor processes the following types of Personal Data in connection with its delivery of the Main Services:

- (i) Ordinary contact information on relevant employees from the Data Controller.
- (ii) Users of the Main Services: names, telephone numbers, e-mails and user type.
- (iii) Personal data provided by the users in connection with their use of the Main Services (these personal data are not seen or accessed by the Data Processor unless the Data Processor after the request hereof from the Data Controller assists with support and bug fixing).

### 2. Categories of data subjects

2.1 The Data Processor processes Personal Data about the following categories of data subjects on behalf of the Data Controller: (i) Customers (ii) End-users (iii) Employees of the Data Controller

## Sub-appendix B

### 1. APPROVED SUB-PROCESSORS

1.1 The following Sub-Processors shall be considered approved by the Data Controller at the time of entering into this Agreement:

(i) Linode, LLC

Phone.: +1 609-380-7100

Philadelphia, Pennsylvania, USA

(ii) Amazon.com, Inc.

Phone.: 0800 496 1081

Seattle, Washington, USA

(iii) SendGrid, Inc.

Phone.: +1 888-985-7363

Denver, Colorado, USA

(iv) Stripe, Inc.

Phone: 888-963-8955

San Francisco, California, USA

### 2. New Sub-Processors

2.1 The following Sub-Processors have been added and communicated to the Data Controller prior to the relevant sub-processing:

i. [insert when relevant]