TagoIO DATA PROCESSING AGREEMENT

This Data Processing Addendum ("Addendum") dated _____ ("Addendum Effective Date") is made between TagoIO Inc ("Data Processor", "Processor"), and
_____ [Customer Name] located at
_____("Customer", "Controller").

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalised terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement. Except as modified below, the terms of the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out below, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Principal Agreement

1 Definitions

"Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Process/Processed/Processing", "Special Categories of Personal Data" and **"Supervisory Authority"** and any further definition not included under this Agreement or the Principal Agreement shall have the same meaning as in EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR").

"Data Protection Laws" means EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") as well as any local data protection laws*.* and

"Third Country" means any country outside EU/EEA, except where that country is the subject of a valid adequacy decision by the European Commission on the protection of Personal Data in Third Countries.

2 Processing Terms

2.1 This clause sets out the details required by article 28(3) GDPR as at the date of this Agreement. The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subject as required by Article 28(3) of the GDPR or equivalent provisions of any Data Protection Laws, relating to this Agreement, are as set out in Annex 1. The parties reserve the right to amend this clause at any time during the term of this Agreement by written notice from time to time as the parties reasonably consider necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the Processing of Personal Data pursuant to this Agreement.

3 Processing of Controller Personal Data

3.1 When acting as a Data Processor in relation to Personal Data provided by the Customer acting as a Data Controller, TagoIO shall:

3.1.1 not Process the Personal Data or disclose Personal Data other than in accordance with this DPA unless required by EU or Member State law to which TagoIO is subject, in which case, TagoIO shall to the extent permitted by such law inform the Customer of that legal requirement before the relevant Processing of that Personal Data;

3.1.2 implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk and shall take all measures required pursuant to Article 32 GDPR in relation to the Processing of Personal Data, taking account of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed;

3.1.3 provide controls that can be used by the Customer to retrieve or delete Personal Data to assist in connection with obligations relating to requests from Data Subjects to exercise their rights unders applicable Data Protection Laws ("Data Subject Requests"). And when needed, assist the Customer in the Customer's obligation to respond to these communications, provided that the Customer shall reimburse TagoIO in full for all costs reasonably and properly incurred by TagoIO performing its obligations under this clause 2.4 (including internal costs and third party costs including legal fees);

3.1.4 notify the Customer without undue delay and in any case no later than forty-eight (48) hours, upon becoming aware of a Personal Data Breach providing the Customer with information (as and when available) which allows the Customer to meet any obligations to report a Personal Data Breach under the Data Protection Laws and provide reasonable assistance to the Customer in relation to any Personal Data Breach. To the extent that a Personal Data Breach does not result from a breach by TagoIO of its obligation in this Agreement, the Customer shall reimburse TagoIO in full for all costs reasonably and properly incurred by TagoIO performing its obligations under this clause 2.5 (including internal costs and third party costs including legal fees);

3.1.5 make available to the Customer, on request, the information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, by an auditor mandated by the Customer. In relation to the Processing of the Personal Data by TagoIO. The Customer shall give TagoIO reasonable notice of any audit or inspection to be conducted and shall make (and ensure that each of its mandated auditors makes) reasonable endeavours to avoid causing any damage, injury or disruption to TagoIO's premises, equipment, personnel and business while its personnel are on those premises in the course of such an audit or inspection. TagoIO needs not give access to its premises for the purposes of such an audit or inspection: (i) to any individual unless he or she produces reasonable evidence of identity and authority; (ii) outside normal business hours at those premises, unless the audit or inspection is required to be carried out on an emergency basis by a Supervisory Authority; or (iii) for the purposes of more than one audit or inspection in any calendar year, except for any additional audits or inspections which the Customer is required or requested to carry out by Data Protection Laws, a Supervisory Authority or any similar

regulatory authority responsible for the enforcement of Data Protection Laws. The Customer shall reimburse TagoIO in full for all costs reasonably and properly incurred by TagoIO performing its obligations under this clause (including internal costs and third-party costs including legal fees);

3.1.6   provide reasonable assistance to the Customer in ensuring compliance with the obligations pursuant to Articles 35 and 36 of the GDPR taking into account the nature of Processing and the information available to TagoIO, provided that in each case the Customer shall reimburse TagoIO in full for all costs reasonably and properly incurred by TagoIO performing its obligations under this clause (including internal costs and third party costs including legal fees);

3.1.7   at the choice of the Customer, delete or return all the Personal Data to the Customer as soon as reasonably practicable and in any event within 60 days, upon termination or expiry of this Agreement (or, if sooner, the service to which it relates). If the Customer does not inform TagoIO of its choice to require the return or deletion of such Personal Data within 60 days of the termination or expiry of the Agreement, or if sooner, the service to which it relates, then the Customer shall be deemed to have chosen the deletion of the Customer Personal Data. TagoIO may retain Customer Personal Data to the extent required by EU or Member State law and always provided that such Personal Data is only retained for as long as is necessary to comply with that requirement;

3.1.8   The Customer agrees that TagoIO shall be entitled to appoint sub-processors to Process the Personal Data ("sub-processors") subject to TagoIO meeting the conditions set out in Article 28(2) and (4) of the GDPR. The list of sub-processors and third parties is listed in Annex 2 to this DPA.

3.1.9   If at any time TagoIOwishes to make any changes to the list of sub-processors:

3.2   (i) TagoIO shall notify the Customer of the proposed change if Company opt-in to receive such email prior to any such changes by subscribing to receive notifications here, and

3.3   (ii) the Customer shall have a period of thirty (30) days after receipt of the TagoIO's notice to notify TagoIO if the Customer objects to a new sub-processor on legitimate grounds. In such cases, the parties agree to work together in good faith to make available a commercially reasonable change in the provision of the service which avoids the use of the objected sub-processor or if such change cannot be agreed, we will, at our sole discretion, either not appoint the new sub-processor, or permit the Customer terminate the subscription service with reasonable prior written notice of termination that includes an explanation on the grounds for non-approval without fault. In cases of no objection, the new or alternate sub-processor shall be deemed approved by the Customer.

4   International Transfers of Controller Personal Data

5   The parties acknowledge that in providing the services under this Agreement, TagoIO may transfer Personal Data to a sub-processor (as importer) located in a Third Country

("International Transfers"). The Customer consents to such International Transfer, where either (i) the data recipient or the country in which it operates has been determined by the European Commission to ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to their Personal Data; (ii) TagoIO has entered into Standard Contractual Clauses (Processors) (as laid down in the Commission Decision 2010/87 EU of 5 February 2010 (or any subsequent version which replaces these) ("Standard Contractual Clauses"), under which the Customer (as exporter) will have direct contractual rights of enforcement against the sub-processor (as importer); (iii) TagoIO has ensured another appropriate data transfer safeguard is in place in compliance with Chapter V of the GDPR.

6   **Controller Obligations**

7   The Customer represents, undertakes and warrants that all Personal Data Processed by TagoIO has been and shall be collected and Processed by the Customer in accordance with Data Protection Laws and without limitation to the foregoing, the Customer shall take all steps necessary, including without limitation providing appropriate fair collection notices and ensuring that there is a lawful basis for TagoIO to Process the Personal Data, to ensure that the Processing of the Personal Data byTagoIO in accordance with this Agreement is in accordance with Data Protection Laws.

_____("Controller")   TagoIO ("Processor")

Signature _____   Signature_____

_____   _____

Name   Name

_____   _____

Title   Title

_____   _____

Date Signed   Date Signed

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ANNEX 1: DETAILS OF PROCESSING OF CONTROLLER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Controller Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Controller Personal Data, the nature and purpose of the Processing of Controller Personal Data, the types of Controller Personal Data to be Processed.

The subject matter and duration of the Processing of the Controller Personal Data are set out in the Principal Agreement and this Addendum.

1.1 Subject Matter of Processing	The Processing will involve Processing for: The subject matter of Processing is the Services pursuant to the Agreement.
1.2 Duration of Processing	The Processing will continue until the expiration or termination of the Agreement.
1.3 Categories of Data Subjects	Includes the following: Data subjects whose Personal Data is processed pursuant to the Agreement.
1.4 Nature and Purpose of Processing	Includes the following: The purpose of Processing of personal Data by Service Provider is the performance of the Services pursuant to the Agreement.
1.5 Types of Personal Information	Includes the following: Personal Data Processed pursuant to the Agreement.

ANNEX 2: LIST OF SUB-PROCESSORS

Name of entity	Service Provided	Data processing / location	Duration of the processing	Additional Safeguards
Amazon Web Services	Hosting & Infrastructure	US	Duration of contract	Risk and Compliance and AWS Security Center
Amplitude	Product Analytics and event tracking	US / EU	Duration of contract	Privacy Notice | Amplitude
Apollo.IO	Sales Intelligence and Engagement Platform	US	Duration of contract	Privacy Policy & Privacy center
Apple	Push Notifications on iOS phones	US	Duration of contract	Apple Push Notification Service Overview
Discourse	Community	US	Duration of contract	Privacy Terms
Google	Analytics & Email	Worldwide	Duration of contract	Google GDPR & Security
Google Firebase	Push Notifications on Android phones	US	Duration of contract	Privacy and Security in Firebase
HubSpot	CRM, Social, Email campaigns, Marketing Analytics, Help desk	US	Duration of contract	Privacy and Security
Twillio	Communication services (SMS)	US	Duration of contract	Twilio GDPR Whitepaper
WebinarJam	Video hosting services	US	Duration of contract	Genesis Privacy Policy & Genesis Digital GDPR
Zoho	CRM, Social, Email campaigns, Marketing, Help desk	US	Duration of contract	GDPR Compliance and Privacy Policy