DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") supplements, amends and attaches to the CloudCannon Terms of Service Agreement, (the "Service Agreement"), between CloudCannon Ltd. ("Processor"), and _____ ("Customer") (each a "Party" and together the "Parties"). This DPA is dated as of the date last signed below (the "Effective Date").

1. DEFINITIONS

"European Data Protection Law" shall mean the GDPR and any other applicable EU data protection legislation applicable to the Processing of Personal Data in the context of this DPA.

"Service Agreement" means the agreement entered into on _____between Customer and Processor on the provision of the Services.

"Personal Data" means any information relating to a Data Subject.

"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.

"Processing" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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.

"Data Subject" means an identified or identifiable natural person.

"Services" means the services purchased by Customer from Processor as set forth in the Service Agreement.

2. BACKGROUND AND PURPOSE

The Parties have entered into the Service Agreement concerning the provision of the Services by Processor to Customer. For the purposes of Processor being able to provide the Services, Customer will transfer and give Processor access to Personal Data.

The purpose of this DPA is to outline the general conditions for the Processing of the Personal Data in connection with the provision of the Services.

This DPA shall ensure that Processing of Personal Data is carried out in accordance with European Data Protection Law.

For the sake of clarity, the Parties agree that for the purposes of this DPA Customer is the controller of the Personal Data as defined in European Data Protection Law. Customer shall have sole responsibility for the accuracy and quality of Personal Data, and for ensuring that such Personal Data was acquired in accordance with European Data Protection Law. Processor is the processor of the Personal Data, as set forth in European Data Protection Law, and Processor Processes the Personal Data on behalf of Customer.

3. PROCESSOR'S OBLIGATIONS

Processor shall Process Personal Data only on documented instructions from Customer, including transfers of personal data to a third country or an international organization. Notwithstanding the above, if Processing is required under European Data Protection Law or other law to which Processor is subject, the Processor shall inform Customer of that legal requirement before processing, unless that law prohibits such notification. Processor shall not Process Personal Data beyond what is necessary to fulfill Processor's obligations to Customer under the Service Agreement.

The Processor shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

Processor shall limit the access to Personal Data to those employees who need access in order to provide the Services to Customer. Processor undertakes to ensure that all persons who are given access to Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

Processor shall not hand over Personal Data it Processes on behalf of Customer to any third party without Customer's clear and express consent. Processor shall forward any request regarding the use of or access to Personal Data made to Processor by a Data Subject to Customer as soon as possible.

4. SUB-PROCESSOR

The Processor may use sub-processors in connection with the Processing of Personal Data on behalf of Customer. However, the Processor shall give Customer prior written notice of the appointment of any new sub-processor, including full details of the Processing to be undertaken by the sub-processor. If, within 14 days of receipt of that notice, Customer notifies the Processor of any objections to the proposed appointment, the Processor shall not be entitled to appoint the proposed sub-processor.

Customer acknowledges that as of the Effective Date, Processor uses the sub-processors identified in Appendix 1 and approves of their use.

If the Processor engages another processor for carrying out processing activities on their behalf, at least the same data protection obligations as set out in this agreement, shall also apply to such sub-processor. If such sub-processor fails to fulfil its data protection obligations, the Processor shall remain fully liable to Customer for the performance of the sub-processor's obligations. The Processor will inform Customer of any intended changes concerning the addition or replacement of sub-processors with prior written notice.

5. SECURITY

Processor shall establish and comply with technical and organizational measures relating to confidentiality, integrity, availability and quality in the Processing of Personal Data that are necessary to ensure satisfactory information security in accordance with European Data Protection Law.

6. AUDIT

Customer has the right to receive information necessary to demonstrate compliance with the obligations laid down in this DPA, and the Processor shall allow for, and contribute to, audits, including inspections, conducted by Customer in relation to personal data in relation to the Processors' Service provided to Customer. Before the commencement of any audit, Customer and Processor 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 Processor.

Customer is entitled to request that Processor executes regular security audits in order to ensure that Processor meets the requirements for the Processing of Personal Data as set forth in the GDPR. Such audit shall be carried out in accordance with procedures agreed between Customer and Processor and may be carried out by Customer or a third party. The audits may include a review of the routines, random controls, more comprehensive controls and other

measures implemented to satisfy the requirements of Customer. Customer shall cover Processor's reasonable costs related to the controls and audits in accordance with Processor's standard rates.

Processor shall report any non-conformance to Customer and Customer shall correct any such non-conformity. Customer is responsible for informing the respective authorities, where applicable.

7. DATA BREACH

The Processor shall notify Customer within 36 hours if the Processor or any of its sub-processors becomes aware of a Personal Data breach affecting Processing of Personal Data and provide Customer with sufficient information to allow it to meet any obligations to report or inform Data Subjects of the personal data breach under European Data Protection Law. The Processor shall co-operate with Customer and take such reasonable steps as are directed by Customer to assist in the investigation, mitigation and remediation of any personal data breaches.

8. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

The Processor shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with the applicable supervising authorities, which Customer considers to be required by Article 35 or 36 of the GDPR, and taking into account the nature of the Processing and information available to the Processors.

9. DURATION, STOP REQUEST AND TERMINATION

This DPA shall remain in force from Effective Date until all agreements between the Parties which require that Processor Processes Personal Data on behalf of Customer have been terminated.

If Customer becomes aware that Processor is not Processing Personal Data according to the obligations in this DPA or in conflict with any obligations according to European Data Protection Law, Customer is entitled to request that Processor stops the further Processing of the Personal Data.

10. DUTIES RELATED TO TERMINATION

If this DPA is terminated, Processor shall immediately return or properly delete/destroy all electronic and other material containing Personal Data, as may be further instructed by Customer. Processor shall hand over to Customer or properly delete any remaining copies, transcripts or other representation of any part which is related to this DPA and which Processor is not obliged to store under European Data Protection Law. This includes back-up copies.

11. DISCREPANCIES

This DPA forms a part of the Service Agreement. In the event of any discrepancies relating to the Processing of Personal Data between this DPA and the Service Agreement, the provisions of this DPA shall prevail.

12. LIMITATION OF LIABILITY

In no event shall the aggregate liability of either Party arising out of or related to this DPA exceed the total amount paid by Customer for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability.

In no event will either Party bear any liability arising out of or related to this DPA for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability. The foregoing disclaimer will not apply to the extent prohibited by law.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This agreement shall be governed by the laws of California. Any dispute, controversy or claim arising out of or relating to this DPA, or the breach, termination or validity thereof, shall be finally settled by the state or federal courts of California.

* * *

Customer:_____

Date: _____

Address: _____

_____

Signature:_____

Signer:_____

Position:_____

CloudCannon Ltd.

Date: 22 April 2019

Level 1
1 Bond St
Dunedin
9016
New Zealand

Signature: _____

Signer: Michael Neumegen

Position: Director

Appendix 1 – Approved Sub-processors

Legal Entity	Location	Purpose
Amazon Web Services, Inc.	United States	Cloud Service Provider
Slack Technologies, Inc	United States	Cloud-based Communication Services

Rapid7, Inc.	United States	Log processing
Stripe, Inc	United States	Payment Processing
Intercom, Inc.	United States	Customer Support
SendGrid, Inc.	United States	Email infrastructure
Raygun Limited	New Zealand	Error reporting
Cloudflare, Inc.	United States	Hosting CDN infrastructure
ChartMogul Ltd,	United Kingdom	Financial analytics