This Data Processing Addendum (“**Addendum**“) forms part of the agreement between the undersigned customer (“**Customer**”) and Parley Pro for the purchase of online services from Parley Pro (the “**Agreement**”) to reflect the parties’ agreement with regard to the processing of personal data and replaces and supersedes any existing provision regarding personal data in the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. The parties understand that personally identifiable information may be disclosed by Customer to Parley Pro and/or processed by Parley Pro on behalf of Customer (“**Customer Personal Data**”). The parties agree that control of and responsibility for such Customer Personal Data shall at all times remain with Customer, and that Parley Pro is the data processor under this Agreement.

1. Parley Pro will process, use and disclose Customer Personal Data in accordance with applicable laws, and to the extent Customer Personal Data relates to EU individuals, Regulation (EU) 2016/679 (the “**GDPR**”), and to the extent Customer Personal Data relates to UK individuals, the Data Protection Act 2018 (the “**DPA 2018**”) and solely for the purpose of providing the SaaS Services to Customer. Parley Pro will not otherwise (i) process and use Customer Personal Data for purposes other than those set forth in this Agreement or as instructed by Customer; or (ii) disclose Customer Personal Data to third parties other than Parley Pro’s affiliates, subsidiaries or suppliers, for the aforementioned purposes or as required by law. The purpose and duration of the processing, its nature, the type of Customer Personal Data subject to processing and the categories of data subjects are specified in the Data Protection Schedule attached hereto and incorporated by reference herein.

1. In the event Customer Personal Data relates to EU individuals, Parley Pro will comply with the requirements set forth in Article 28 of the GDPR. Accordingly, Parley Pro shall (i) ensure that Parley Pro employees authorized to process Customer Personal Data under this Agreement are bound by confidentiality terms substantially similar to those of this Agreement, (ii) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing, take all security measures referred to in Article 32 of the GDPR, (iii) taking into account the nature of the processing, 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, (iv) delete or otherwise render inaccessible any of Customer Personal Data that remain in Parley Pro’s “live” site, with Customer’s acknowledgment and agreement that Parley Pro has no obligation to retain Customer Personal Data after termination of this Agreement for any reason, and (v) make available to Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this Section and allow for and to the extent required by law, contribute to audits, including inspections, conducted by Customer or another independent auditor retained by Customer. Such auditor will have to be bound by confidentiality undertakings at least as stringent as those set out herein.

4. Parley Pro shall undertake to implement the technical and organizational measures listed in Attachment 2 to this Contract and to maintain them during the term hereof. Technical and organizational measures are subject to technical progress and technological development. ParleyPro shall thus be allowed to implement alternative and adequate measures provided that they provide the same level of security as the measures specified in Attachement 2. Parley Pro shall promptly, implement any and all changes necessary to maintain information security. Major changes to the measures shall be documented and provided to the Customer upon request.

5. Parley Pro shall be obligated to appoint a competent and reliable data protection officer who will be able to perform its duties pursuant to Art. 37, 38 and 39 GDPR insofar and as long as the legal requirements for an appointment obligation exist.

1. Parley Pro may use sub-processors to carry out specific processing activities such as hosting or maintenance. Sub-processors used as at the date of the present addendum are specified in the Data Protection Schedule – Attachment 1, attached hereto.

If Parley Pro wishes to replace one of its existing sub-processors or hire a new sub-processor (“Change”), Parley Pro will inform Customer in advance of any proposed changes by email to privacy@quantilope.com; thereby giving Customer the opportunity to object to such Change. Customer has a maximum period of four (4) weeks from the date of receipt of this information to expressly object to the Change on reasonable grounds by sending a notice to Parley Pro. Such notice shall set out the reasons for such objection. The parties will seek to resolve the issue through a mutually agreeable understanding. If five (5) days before the effective date of the Change, the parties have failed to reach a common understanding, Customer will be entitled to terminate the Agreement with effect as at the effective date of the Change. If Customer does not terminate the Agreement pursuant to this Section, Customer will be considered as having agreed to the Change. Parley Pro will sign an agreement with any sub-processor it engages to ensure that such sub-processor complies with the provisions of this Data Processing Addendum and meets the requirements of the GDPR. Parley Pro will remain responsible and liable for the compliance by any such sub-processor with the terms of this Section.

1. Customer represents and warrants to Parley Pro that, in respect of all Customer Personal Data, Customer has the necessary authority, license or consent to provide Customer Personal Data, has complied with all applicable laws and regulations, in particular for the transmission of Customer Personal Data to Parley Pro for the purposes of the SaaS Services and this Agreement (including all legally required notices and consents).

1. Customer Personal Data received or collected by Parley Pro in the European Union will not be transferred outside European Union countries.

1. Upon occurrence of any actual information security breach affecting Customer Personal Data, (the “**Security Breach**”), Parley Pro shall:

(i) notify Customer of the Security Breach not later than 72 hours after the Security Breach has become known to Customer and deliver to Customer a written report regarding the nature of the Security Breach, the categories and the approximate number of the Customer Personal Data affected, if such information is available. Parley Pro shall also describe the likely consequences of the Security Breach on personal data as well as the measures taken or proposed to be taken to address the Customer Personal Data breach, including, where appropriate, to mitigate its possible adverse effects; and

(ii) Proceed as quickly as reasonably possible (a) to mitigate any adverse impact or other harm to Customer and any affected individuals resulting from such Security Breach; and (b) to prevent similar Security Breaches from occurring in the future. Parley Pro will keep Customer fully informed of all stages of its investigation and all actions taken as a result thereof.

1. Customer may terminate the Agreement at any time without adhering to any notice period in case of (i) a serious violation of data protection regulations or the provisions of this Addendum by Parley Pro, (ii) or (ii) if Parley Pro refuses to honor Customers inspection rights as detailed in section 3 herein. Noncompliance with the obligations agreed under this Addendum and derived from Art. 28 GDPR shall be deemed a serious violation.

This Addendum shall be effective as of the effective date of the Agreement and shall remain effective for so long as the Agreement remains in effect. Only a written agreement signed by authorized representatives of both parties can modify this Addendum. In the event of inconsistency between the Agreement and the Addendum provisions, the parties agree that the provisions of this Addendum will prevail.

|  |  |  |
| --- | --- | --- |
| Executed by **Parley Pro Corp.** |  | Executed by **CUSTOMER: Quantilope** |
| Authorized Signature: |  | Authorized Signature: |
| Name |  | Name: |
| Title: |  | Title: |
| Date: |  | Date: |

**ATTACHMENT 1 TO THE ADDENDUM: DATA PROTECTION SCHEDULE**

This Schedule is part of the Addendum and of the Agreement and details the characteristics of the Customer Personal Data Processing

1. **Description of processing**

|  |  |  |  |
| --- | --- | --- | --- |
| Type of data | Categories of data subject | Purpose of processing | Duration of processing |
| Name, email address, phone number, title, company address | Customer’s employees, contractors, vendors and/or customers | Provision of online cloud services under the Agreement | Duration of the processing shall correspond to the duration of the Agreement |

1. **Subprocessors**

**For All Customers**

* *Affiliates of Parley Pro (support and maintenance)*
* *Intercom (chat-based customer support) - Location of the data processing: USA*
* *Mandrill by The Rocket Science Group (email notifications) - Location of the data processing: USA*
* *Amazon Web Services (hosting) - Location of the data processing: USA*
* *Sentry (application monitoring) - Location of the data processing: USA*
* *Amplitude (application analytics****)*** *- Location of the data processing: USA*
* *Amazon Web Services (for purposes of providing infrastructure for Parley Pro’s application)* 
  + *US/Worldwide based customers we use AWS deployment in AWS us-west-2 region based in Oregon*
  + *For the EU-based customers we use AWS deployment in AWS eu-central-1 region based in Frankfurt, Germany*

**For Customers Opting for Add-Ons**

* *DocuSign (eSignature)*
* *Adobe Sign (eSignature)*
* *Salesforce (Customer Relationship Management platform)*
* *Box.com (Cloud Storage)*

It is understood that Parley Pro may change, substitute or add subprocessors in accordance with Section 4 of the Addendum.

3. Contact Details for Legal Notices

Customer: Laura Kahlbrandt, Legal Counsel, privacy@quantilope.com

Parley Pro: Roman Kisin; CTO, roman@parleypro.com