

DATA PROCESSING ADDENDUM

(v20200630)

This Data Processing Addendum (“DPA”) is between IBFW Labs, Inc., and the customer specified below (“Customer”).

IBFW Labs, Inc.

By:  _____

Name: Adam Marsh

Title: President

Signature Date: June 30, 2020

Address: 1950 W. Corporate Way, PMB 72071, Anaheim, CA 92801 USA

Data Protection Officer’s email address: dpo@teamtoolsapp.com

Customer

Full legal entity name: _____

By (signature): _____

Your printed name: _____

Your title: _____

Signature date: _____

Customer address: _____

Email address(es) for notifications related to this DPA, including the appointment of new sub-processors: _____

This DPA forms part of the master services agreement or terms of service, as applicable (the “Agreement”), between Customer and IBFW Labs, pursuant to which Customer has purchased subscriptions to the IBFW Labs services (“Services”) and is applicable to Personal Data to the extent it is covered by Applicable Data Protection Laws.

In the course of providing the Services to Customer pursuant to the Agreement, IBFW Labs may Process Personal Data on behalf of Customer, and to the extent that the Personal Data being Processed is protected by Applicable Data Protection Laws, the parties agree to comply with the following provisions, each acting reasonably and in good faith.

1. Definitions

For purposes of this DPA, the following terms have the meaning stated:

- A. “Applicable Data Protection Laws” means, to the extent in force and applicable from time to time: (i) those laws implementing the GDPR, and (ii) the CCPA.
- B. “CCPA” means the California Consumer Privacy Act of 2018, and its accompanying regulations, each as they may be amended from time to time.
- C. “Controller” means the entity that determines the purposes and means of the Processing of Personal Data, which includes a ‘business’ as that term is defined in the CCPA.
- D. “Data Subject” means the identified or identifiable person to whom Personal Data relates. “EEA” means the European Economic Area.
- E. “EU Model Clauses” means the standard contractual clauses (processors) for the transfer of personal data set out in the EU Commission Decision of 5 February 2010 (2010/87/EC).
- F. “GDPR” means the EU General Data Protection Regulation (2016/679) and any implementing laws in each EU member state.
- G. “Personal Data” means all data which is defined as ‘personal data’ or ‘personal information’ in the Applicable Data Protection Laws, and which is provided by Subscriber to IBFW Labs or accessed, stored or otherwise processed by IBFW Labs in connection with the Services.
- H. “Process” or “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, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- I. “Processor” means the entity that Processes Personal Data on behalf of the Controller and includes a ‘service provider’ as that term is defined in the CCPA.
- J. “Security Incident” means a breach of IBFW Labs security or a IBFW Labs Sub-processor’s security leading to accidental or unlawful destruction, theft, loss, alteration, unauthorised disclosure of, or access to Personal Data.
- K. “Subscriber” means Customer and any corporate entities which from time to time: (a) directly or indirectly control, are controlled by, or are under common control with the Customer; and (b) for purposes of GDPR are established and/or doing business in the European Economic Area or Switzerland, and for purposes of CCPA share common branding with Customer. “Control,” for purposes of this definition, means direct or indirect ownership of, power to vote, or other control

of more than 50% of the voting interests of the subject entity, control in any manner over the election of a majority of the directors, or of individuals exercising similar functions; or the power to exercise a controlling influence over the management of a company. “Common branding” means a shared name, servicemark, or trademark.

- L. “Supervisory authority” shall have the meanings ascribed to it in the GDPR.

Capitalized terms used, but not defined, in this DPA are defined in the Agreement.

2. Processing of Personal Data

The parties acknowledge and agree that with regard to the Processing of Personal Data, Subscriber is the Controller, and IBFW Labs is the Processor.

IBFW Labs shall only Process Personal Data as follows: (A) on behalf of and in accordance with Subscriber’s documented instructions for the following purposes: (a) Processing in accordance with the Agreement; (b) Processing initiated by Users in their use of the Services; and (c) Processing to comply with other documented reasonable instructions provided by Subscriber (e.g. via contacting IBFW Labs customer support) where such instructions are consistent with the terms of the Agreement, and (B) as required by Applicable Data Protection Laws.

Subscriber’s instructions for the Processing of Personal Data shall comply with Applicable Data Protection Laws. Subscriber shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Subscriber acquired Personal Data, including compliance with any applicable Data Subject notice and consent requirements.

For clarity, IBFW Labs shall not sell Personal Data as the term ‘sell’ is defined in the CCPA.

Details of the Processing of Personal Data:

- A. The subject matter of Processing of Personal Data by IBFW Labs is the performance of the Services pursuant to the Agreement.
- B. The duration of the Processing is the Term, as defined in the Agreement, and any period after Term prior to IBFW Labs’ deletion of the Personal Data (“Duration of Processing”).
- C. The nature and purpose of the Processing is to enable Subscriber to receive and IBFW Labs to provide the Services pursuant to the Agreement and as further instructed by Subscriber in its use of the Services.
- D. Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: name, job title, employer, contact information, ID data, professional life data, personal life data, localization data, images, and other content or data in electronic form stored or transmitted by Subscriber and its Users via the Services.
- E. To the extent Subscriber submits Personal Data to the Services, it may concern Subscriber’s employees, owners, investors, vendors, partners, consultants, customers, prospects, agents, advisors, Users and other contacts of the Subscriber.

3. Personnel

IBFW Labs shall take reasonable steps to ensure the reliability of any employee, agent or contractor engaged by IBFW Labs in the Processing of Personal Data, ensuring that access is strictly limited to those individuals who need access as necessary for the purpose of the Agreement and DPA and to comply with Applicable Data Protection Laws, ensuring that all such individuals are informed of the confidential nature of the Personal Data, have executed written confidentiality agreements, and that such confidentiality obligations survive the termination of the personnel engagement.

4. Security

IBFW Labs shall maintain technical and organizational measures appropriate (having regard to the state of technological development and cost of implementation) for protection of the security, confidentiality and integrity of Personal Data (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss, theft or alteration or damage, unauthorized disclosure of, or access to, Personal Data), as set forth in the TeamTools Security Practices document, available at <https://teamtoolsapp.com/security/> (“Security Measures”). IBFW Labs regularly monitors compliance with the Security Measures and IBFW Labs will not materially decrease the overall security of the Services during the Duration of Processing. Subscriber agrees that the Security Measures are appropriate for the categories of Personal Data being Processed.

5. Sub-Processing

Subscriber acknowledges and agrees that IBFW Labs may appoint third-parties to assist in providing the Services and processing of Personal Data (“Sub-processors”), provided that such Sub-processors:

- A. agree to act only on IBFW Labs’s instructions when processing Personal Data (which instructions shall be consistent with the Subscriber’s processing instructions to IBFW Labs); and
- B. have entered into a written agreement with IBFW Labs containing data protection obligations not less protective than those in this DPA with respect to the protection of Personal Data to the extent applicable to the nature of the services provided by such Sub-processor.

IBFW Labs shall make available to Subscriber the current list of Sub-processors used for the processing of Personal Data under this DPA at <https://teamtoolsapp.com/subprocessors/>. When any new Sub-processor is appointed that will Process Personal Data, IBFW Labs will, at least thirty (30) days before the new Sub-processor processes any Personal Data, notify Subscriber of the appointment via email at the email address(es) listed in the signature block of this DPA.

In the event that Subscriber reasonably objects to the processing of its Personal Data by any Sub-processor, it shall inform IBFW Labs immediately by emailing its objection and the grounds for its objection to dpo@teamtoolsapp.com. In such event, IBFW Labs will do one of the following at IBFW Labs’ option: (a) instruct the Sub-processor to cease any further processing of the Subscriber’s Personal Data, in which event this DPA shall continue unaffected, or (b) allow the Subscriber to terminate this DPA and the Agreement and related Services immediately, in which case IBFW Labs will provide

Subscriber with a pro rata refund of any payment paid in advance for Services but not yet received by Subscriber.

IBFW Labs shall be liable for the acts and omissions of its Sub-processors to the same extent IBFW Labs would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

The Service may provide links to integrations with third-party services, which Customer may, at Customer's sole discretion, integrate directly into Customer's instance of the Service and may have access to, or process, Subscriber's Personal Data. The providers of these third-party services shall not be deemed Sub-processors for any purpose under this DPA. If Customer elects to enable, access or use such third-party services, its access and use of such third-party services is governed solely by the terms and conditions and privacy policies of such third-party services, and IBFW Labs does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such third-party services, including, without limitation, the manner in which they handle Subscriber's Personal Data. IBFW Labs is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's enablement, access or use of any such third-party services, or Subscriber's reliance on the privacy practices, data security processes or other policies of such third-party services.

6. Data Transfers

IBFW Labs may transfer, store, and Process your Personal Data in the United States, which may be a location other than Subscriber's country. IBFW Labs will not transfer or authorize the transfer of Personal Data to any other countries without the prior written consent of the Subscriber. If Subscriber is in a country within the European Economic Area, IBFW Labs shall ensure that the personal data are adequately protected when transferred, stored, or Processed in the United States. To achieve this, IBFW Labs will provide at least the level of privacy protection required by the Privacy Shield principles.

7. Rights of Data Subjects

IBFW Labs shall respond to any Data Subject complaint, inquiry, or request to exercise their rights regarding Personal Data (including right of access, right to rectification, restriction of Processing, erasure, data portability, object to the Processing, or its right not to be subject to an automated individual decision making), ("Data Subject Request") by either asking the Data Subject to make their request to Subscriber or by promptly notifying the Subscriber of the same.

IBFW Labs will, in a manner consistent with the functionality of the Services, enable Subscriber to access, rectify, erase and restrict processing of Personal Data (including via the deletion functionality provided by the Service), and to export Personal Data.

To the extent Subscriber, in its use of the Services, does not have the ability to address a Data Subject Request, IBFW Labs shall upon Subscriber's request (and taking into account the nature of the Processing) provide commercially reasonable efforts to assist Subscriber in fulfilling its obligation to respond to Data Subject Requests that are required under Applicable Data Protection Laws. To the extent

legally permitted, Subscriber shall be responsible for any reasonable costs arising from IBFW Labs's provision of such assistance.

8. Audit Rights

Upon Subscriber's request with not less than thirty (30) days' notice, IBFW Labs agrees (at Subscriber's expense) to permit Subscriber to perform reviews of IBFW Labs's compliance with its security obligations set forth under the DPA (the "Subscriber Audits"). Subscriber Audits may be conducted by the internal and external auditors and personnel of Subscriber who have entered into IBFW Labs's form of nondisclosure agreement (collectively, "Auditors"). Such Subscriber Audits shall be conducted in accordance with IBFW Labs's security policies and procedures, without undue disruption to IBFW Labs's operations, in a commercially reasonable manner, and shall be limited to the security aspects of the Services provided to Subscriber. IBFW Labs agrees to cooperate in a commercially reasonable manner with the Auditors and provide the Auditors commercially reasonable assistance as they may reasonably request in connection with the Subscriber Audit. Except in the case of an audit performed in response to a Security Incident, Subscriber Audit(s) will be performed at Subscriber's sole cost and Subscriber will reimburse IBFW Labs for its reasonable costs associated with such additional Subscriber Audits. IBFW Labs shall bear all costs of audits performed in response to a Security Incident. Subscriber shall promptly notify IBFW Labs with information regarding the results of Subscriber Audits, including any information that IBFW Labs is not Processing Personal Data in accordance with its obligations under this DPA.

9. Data Protection Impact Assessment

IBFW Labs shall, taking into account the nature of the processing and the information available to IBFW Labs, provide reasonable assistance to Subscriber at Subscriber's cost, with any data protection impact assessments and prior consultations with supervisory authorities or other competent regulatory authorities as required for the Subscriber to fulfill its obligations under EU Data Protection Laws.

10. Security Incidents

IBFW Labs shall notify Subscriber without undue delay after becoming aware of a confirmed Security Incident, and provide reasonable information (the extent that such information is known or available to IBFW Labs) and cooperation to Subscriber so that Subscriber can fulfill any data breach reporting obligations it may have under Applicable Data Protection Laws. IBFW Labs shall take the steps as IBFW Labs deems necessary and reasonable in order to remedy or mitigate the effects of the Security Incident. The obligations herein shall not apply to incidents that are caused by Subscriber or Subscriber's Users.

11. Deletion of Personal Data

IBFW Labs shall enable Subscriber to retrieve and/or delete Personal Data from the Service before any termination of the Agreement. Subscriber instructs IBFW Labs, after the end of the provision of the Services, to delete all Personal Data in IBFW Labs' possession or control, and IBFW Labs shall delete such Personal Data within 90 days or shorter as required by Applicable Data Protection Laws, including, without limitation, when a Data Subject exercises their right to erasure, but this requirement shall not

apply to the extent IBFW Labs is required by applicable law to retain all or some of the Personal Data or to Personal Data IBFW Labs has archived on backup systems, which data IBFW Labs shall securely isolate and protect from further processing except to the extent required by such law, until such time as the relevant backup archive is destroyed in accordance with IBFW Labs's standard backup destruction policies, which shall not exceed 90 days after the date such data was backed up.

12. Subscriber Instructions

IBFW Labs shall not be liable for any claim brought by Subscriber or any third party arising from IBFW Labs's compliance with Subscriber's instructions.

13. General

- A. This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. To the extent that any provision of this DPA conflicts with any provision of the Agreement, the terms of the DPA shall, as to the specific subject matter of the DPA, take precedence over the conflicting provision in the Agreement.
- B. This DPA shall remain in place until the earlier of:
 - a. The expiry or termination of the Agreement (and without prejudice to the survival of accrued rights and liabilities of the parties and any obligations of the parties which either expressly or by implication survive termination); or
 - b. The parties agreeing in writing that this DPA is to be terminated.
- C. The parties agree that, save as provided above, nothing in this DPA shall affect the application of the governing law section of the Agreement.
- D. If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.