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EU GDPR

CUSTOMER DATA PROCESSING ADDENDUM

WHO SHOULD EXECUTE THIS DPA

If you have determined that you qualify as a data controller under the GDPR, and need a data processing addendum (DPA) in place with vendors that process personal data on your behalf, you may execute this DPA.

Our GDPR compliant DPA is attached and ready for your signature in accordance with the instructions below.

HOW TO EXECUTE THIS DPA

1. This DPA consists of two parts: the main body of the DPA and Annexes A, B and C
2. This DPA has been pre-signed on behalf of Hiver.
3. To complete this DPA, Customer must complete the information in the signature box and sign on Page 10
4. Send the completed and signed DPA to Hiver by email, indicating the Customer's Legal Name to dpa@hiverhq.com

Upon receipt of the validly completed DPA by Hiver at this email address, this DPA will become legally binding.

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EU GDPR
DATA PROCESSING ADDENDUM
(*Version 1.1*)

Data Processing Addendum ("**DPA**"), forms part of the Subscription Agreement between Grexit, Inc. d/b/a Hiver ("**Hiver**") and the undersigned customer of Hiver ("**Customer**") and shall be effective on the date both parties execute this DPA (**Effective Date**"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

Hiver and Customer are collectively referred to as "**Parties**" and individually as "**Party**".

1. Definitions

"**Main Agreement**" means Hiver's Terms of Service (available at https://hiverhq.com/terms) or other written or electronic agreement by and between Hiver and the Customer, which govern the provision of the Services to Customer, as such terms may be updated by Hiver from time to time.

"**Control**" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "**Controlled**" shall be construed accordingly.

"**Customer Data**" means any Personal Data that Hiver processes on behalf of Customer as a Data Processor in the course of providing Services, as more particularly described in this DPA.

"**Data Protection Laws**" means all data protection and privacy laws applicable to the processing of Personal Data under the Main Agreement, including, where applicable, EU Data Protection Law.

"**Data Controller**" means an entity that determines the purposes and means of the processing of Personal Data.

"**Data Processor**" means an entity that processes Personal Data on behalf of a Data Controller.

"**Data Subject**" means the individual to whom Personal Data relates.

"**EU Data Protection Law**" means on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**GDPR**").

"**EEA**" means, for the purposes of this DPA, the European Economic Area, United Kingdom and Switzerland.

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"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Privacy Shield**" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

"**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

"**Processing**" has the meaning given to it in the GDPR and "**process**", "**processes**" and "**processed**" shall be interpreted accordingly.

"**Security Incident**" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data transmitted, stored or otherwise processed.

"**Services**" means any product or service provided by Hiver (including its Indian subsidiary namely Grexit Software Private Limited) to Customer pursuant to the Main Agreement.

"**Sub-processor**" means any third party Data Processor engaged by Hiver to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA.

2. Relationship with the Agreement

2.1 This DPA is an addendum to and forms part of the Main Agreement. The Customer entity signing this DPA must be the same as the Customer entity party to the Main Agreement.

2.2 The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

2.3 If there is a conflict between the Main Agreement and this DPA, the terms of this DPA will control.

2.4 Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Main Agreement.

2.5 Any claims against Hiver under this DPA shall be brought solely by the entity that is a party to the Main Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Customer further agrees that any regulatory penalties incurred by Hiver in relation to the Customer Data that arise as a result of,

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or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Hiver's liability under the Main Agreement as if it were liability to the Customer under the Main Agreement.

2.6 No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.7 This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Main Agreement, unless required otherwise by applicable Data Protection Laws.

3. Scope and Applicability of this DPA

3.1 This DPA applies where and only to the extent that Hiver processes Customer Data that originates from the EEA and/or that is otherwise subject to EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services pursuant to the Main Agreement.

3.2 Part A (being Section 4 – 8 (inclusive) of this DPA, as well as Annexes A, B and C of this DPA) shall apply to the processing of Customer Data within the scope of this DPA from the Effective Date.

3.3 Part B (being Sections 9-15 (inclusive) of this DPA) shall apply to the processing of Customer Data within the scope of the DPA from and including 25th May 2018. For the avoidance of doubt, Part B shall apply in addition to, and not in substitution for, the terms in Part A.

3.4 With respect to the processing of Personal Data falling within the scope of Part B:
(a) the terms of Part B shall apply in addition to, and not in substitution of, the terms in Part A; and
(b) to the extent there is any conflict between the provisions in Part A and Part B, the provisions in Part B shall take priority from and including 25 May 2018.

3.5 Notwithstanding anything in this DPA, Hiver will have the right to collect, extract, compile, synthesize and analyze non-personally identifiable data or information resulting from Customer's use or operation of the Services ("**Service Data**") including, by way of example and without limitation, information relating to Service usage pattern by the Customer. To the extent any Service Data is collected or generated by Hiver, such data will be solely owned by Hiver and may be used by Hiver for any lawful business purpose without a duty of accounting to Customer or its recipients, provided that such data is used only in an aggregated form, without directly identifying any person. For the avoidance of doubt, this DPA will not apply to Service Data.

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Part A: General Data Protection Obligations

4. Roles and Scope of Processing

4.1 **Role of the Parties**. As between Hiver and Customer, Customer is the Data Controller of Customer Data, and Hiver shall process Customer Data only as a Data Processor as described in **Annex A** acting on behalf of Customer.

4.2. **Customer Processing of Customer Data**. Customer agrees that (i) it shall implement appropriate technical and organizational measures to ensure and to be able to demonstrate that processing is performed in accordance with Data Protection Laws and agrees to review and update such measures from time to time; (ii) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its processing of Customer Data and any processing instructions it issues to Hiver/its staff/its Sub-processors; (iii) it has provided notice and obtained (or shall obtain) all consents and rights necessary under Data Protection Laws for Hiver to process Customer Data and provide the Services pursuant to the Main Agreement and this DPA; (iv) it shall implement appropriate data protection policies, where it performs any partial processing activities; (v) prepare codes of conduct with regard to fair and transparent processing, collection of personal data, information provided to the public and/or to data subjects, exercise of rights of data subjects, dispute resolution procedures for resolving disputes with data subjects without prejudice to the rights of data subjects under GDPR; (vi) it shall designate, if necessary, in writing a representative in the Union on all issues related to processing, if it is not established in the European Union. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and themeans by which Customer acquired Personal Data.

4.3 **Hiver Processing of Customer Data**. Hiver shall treat Personal Data as confidential information and shall process Customer Data only for the purposes described in **Annex A**and only in accordance with Customer's documented lawful instructions, including with regard to transfers of personal data to a third country or an international organization (unless required to do so by any local and/or applicable laws). The parties agree that this DPA and the Main Agreement set out the Customer's complete and final instructions to Hiver in relation to the processing of Customer Data and processing outside the scope of these instructions (if any) shall require prior written agreement between Customer and Hiver.

4.4 **Details of Data Processing**
A description of the nature and purposes of the processing, the types of Personal Data, categories of data subjects, and the duration of the processing are set out further in **Annex A**.

4.5 Notwithstanding anything to the contrary in the Main Agreement (including this DPA), Customer acknowledges that Hiver shall have a right to use and disclose data (as mentioned in **Annex A**) relating to the operation, support and/or use of the Services for its legitimate

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business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, Hiver is the Data Controller of such data and accordingly shall process such data in accordance with the Hiver Privacy Policy (https://hiverhq.com.com/privacy) and Data Protection Laws.

4.6 **Compliance**
Customer shall be solely responsible for ensuring that:

(i) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation, in its use of the Services and its own processing of Personal Data (except as otherwise required by applicable law);

(ii) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Hiver for processing in accordance with the terms of the Main Agreement and this DPA;

(iii) it notifies an appropriate supervisory authority about personal data breach, without undue delay, where feasible, not later than 72 hours after having become aware of it, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons. Such notification shall at least (at once or in phases): (a) describe the nature of the personal data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;(b) communicate the name and contact details of some contact point where more information can be obtained;(c) describe the likely consequences of the personal data breach;(d) describe the measures taken or proposed to be taken by the Customer to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects;

(iv) it communicates the data subject (unless not necessary), without undue delay, when a personal data breach is likely to result in a high risk to the rights and freedoms of natural persons. Such communication shall describe in clear and plain language the nature of the personal data breach;

(v) it maintains a record of processing activities under its responsibility, containing information as per Data Protection Laws;

5. Subprocessing

5.1 **Authorized Sub-processors**. Customeracknowledges andagrees that Hiver may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by Hiver and authorized by Customer are listed in **Annex B**.

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5.2 **Sub-processor Obligations**. Hiver shall:
(i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Data to the standard required by Data Protection Laws and Customer's documented lawful instructions;
(ii) restrict the Sub-processor's access to Personal Data only to what is necessary to perform the subcontracted services; and
(iii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Hiver to breach any of its obligations under this DPA.

6. Security

6.1 **Security Measures**. Hiver shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, in accordance with Hiver's security standards described in **Annex C** ("**Security Measures**").

6.2 **Updates to Security Measures**. Customer is responsible for reviewing the information made available by Hiver relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Hiver 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 of the Services purchased by the Customer.

6.3 **Customer Responsibilities**. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Data when in transits to and from the Services.

7. Security Reports and Audits

7.1 Customer acknowledges that Hiver uses external auditors to comprehensively assess security of the systems used by Hiver to provide data processing services. At Customer's written request, Hiver will (on a confidential basis) provide Customer with a summary of its audit report(s) ("**Report**") so that the Customer can verify Hiver's compliance. The Customer further acknowledges that these audits (i) are performed at least once each year; and (ii) are conducted by auditors selected by Hiver, but otherwise conducted with all due and necessary independence and professionalism.

7.2 Hiver shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and

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audit questionnaires that are necessary to confirm Hiver's compliance with this DPA, provided that Customer shall not exercise this right more than twice per year.

8. International Transfers

8.1 **Data center locations**. Hiver may transfer and process Customer Data anywhere in the world where Hiver or its Sub-processors maintain data processing operations. Hiver shall at all times provide an adequate level of protection for the Customer Data processed, in accordance with the requirements of Data Protection Laws.

8.2 **Privacy Shield**. To the extent that Hiver processes any Customer Data protected by EU Data Protection Law under the Main Agreement and/or that originates from the EEA, in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that Hiver shall be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for any such Customer Data by virtue of having self-certified its compliance with Privacy Shield. Hiver agrees to protect such Personal Data in accordance with the requirements of the Privacy Shield Principles.

8.3 **Privacy Shield Notifications**
Hiver agrees to notify Customer without undue delay if its self- certification to the Privacy Shield is withdrawn, terminated, revoked, or otherwise invalidated. In such a case, the parties shall cooperate in good faith to put in place such alternative data export mechanisms as are required under EU Data Protection Legislation to ensure an adequate level of protection for the Personal Data.

Part B: GDPR Obligations from 25 May 2018

9. Additional Security

9.1 **Confidentiality of processing**. Hiver shall ensure that any person who is authorized by Hiver to process Customer Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

9.2 **Security of Processing**. The Customer and Hiver shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including but not limited to: (i) the encryption of personal data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

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9.3 **Security Incident Response**. Upon becoming aware of a Security Incident, Hiver shall notify Customer without undue delay (but in any event no later than 72 hours) and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer. Hiver shall make reasonable endeavors to identify the cause of such Security Incident and take those steps as Hiver deems necessary and reasonable inorder to remediate the cause of such a Security Incident to the extent the remediation is within Hiver's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer'sUsers.

10. Changes to Sub-processors

10.1 Hiver shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email shall suffice) if it adds or removes Sub-processors at least 10 days prior to any such changes.

10.2 Customer may object in writing to Hiver's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution. If this is not possible, Customer may suspend or terminate the Main Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

11. Return or Deletion of Data

11.1 Upon termination or expiration of the Main Agreement, Hiver shall (at Customer's election) delete or return to Customer all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent Hiver is required by applicable law to retain some or all of the Customer Data, or to Customer Data it has archived on back-up systems, which Customer Data Hiver shall securely isolate and protect from any further processing, except to the extent required by applicable law.

12. Cooperation

12.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct or delete Customer Data, which Customer may use in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, Hiver shall (at Customer's expense, to the extent legally permitted), taking into account the nature of processing, provide reasonable cooperation to assist Customer by appropriate technical and organizational measuresto respond to any requests from individuals, data subjects or applicable data protection authorities relating to the processing of Personal Data under the Main

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Agreement. In the event that any such request is made directly to Hiver, Hiver shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If Hiver is required to respond to such a request, Hiver shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

12.2 If a law enforcement agency sends Hiver a demand for Customer Data (for example, through a subpoena or court order), Hiver shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Hiver may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then Hiver shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Hiver is legally prohibited from doing so.

12.3 To the extent Hiver is required under EU Data Protection Law, Hiver shall (at Customer's expense) assist and provide reasonably requested information regarding the Services to enable the Customer to implement security of processing, to notify/ communicate personal data breach, to conduct audits/inspections, to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

13. Limitation of Liability

13.1 Hiver's liability under or in connection with this DPA is subject to the limitations on liability and any indemnity clause contained in the Main Agreement.

14. Governing Law

14.1 The clauses shall be governed by the law of the Member State in which Hiver is established.

15. Mediation and Jurisdiction

15.1 Hiver agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the clauses, Hiver will accept the decision of the data subject:(a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;(b) to refer the dispute to the courts in the Member State in which the Customer is established.

15.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

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IN WITNESS WHEREOF, the parties have caused this DPA to be executed by their authorized representative:

On behalf of Customer:

Customer Legal Name: _____

Title: _____

Date: _____

Signature: _____

On behalf of Grexit, Inc. d/b/a Hiver

Name: Nitesh Nandy

Title: Co-Founder

Date: 28th August, 2018

Signature: DocuSigned by: _____ 8ED541C59C74460...

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Annex A - Details of processing

(a) **Subject matter**
The subject matter of the data processing under this DPA is the Customer Data.

(b) **Duration of processing**
As between Hiver and Customer, the duration of the data processing under this DPA is until the termination of the Main Agreement in accordance with its terms.

(c) **Nature and Purpose of processing**
Hiver provides an e-mail collaboration platform which helps teams work more efficiently. Hiver runs on top of the Customer existing e-mail provider to provide the additional services which enables collaboration. The purpose of the data processing under this DPA is the provision of the Services to the Customer and the performance of Hiver's obligations under the Main Agreement (including this DPA) or as otherwise agreed by the parties.

(d) **Categories of data subjects**
Any individual accessing and/or using the Services through the Customer's account ("**Users**"); and any individual whose information is stored on or collected via the Services.

(e) **Types of Customer Data**

(i) Customer contact information (name, email address, phone number, username); billing information (credit card, account details, billing address); and

(ii) e-mail information (subject of email, e-mail Message-ID); and

(iii) Any other personal data that Customer chooses to store in the e-mail notes and e-mail templates feature. This personal data transferred to Hiver is determined and controlled by the Customer in its sole discretion. Hiver has no control over the sensitivity of the personal data stored and processed through e-mail notes and e-mail templates feature.

(f) **Records of processing activities**
Hiver shall maintain a record of all categories of processing activities carried out on behalf of the Customer, containing:

(i) the name and contact details of Hiverand/or Sub-processors and of Customer on behalf of which Hiver is acting, and, where applicable, of the Customer's representative, and the data protection officer;

(ii) the categories of processing carried out on behalf of Customer;

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(iii) where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers to third countries or international organizations, the documentation of suitable safeguards;

(iv) where possible, a general description of the technical and organisational security measures.

Annex B - List of Hiver Sub-processors

Hiver uses a range of third party Sub-processors to assist it in providing the Services (as described in the Main Agreement). These Sub-processors set out below provide cloud hosting and storage services; content delivery and analytics services; assist in providing customer support; as well as incident tracking, response, diagnosis and resolution services.

Entity Name	**Corporate Location**
Amazon Web Services Inc.	USA
Google, Inc.	USA
Grexit Software Pvt Ltd.	India
Sendgrid	USA
Stripe	USA
Hubspot	USA
Olark	USA
Kissmetrics	USA
Yesware	USA
ChartMogul	United Kingdom

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Annex C – Security Measures

The Security Measures applicable to the Services are described here https://hiverhq.com/security/ (as updated from time to time in accordance with Section 6.2 of this DPA).