



GDPR

DATA PROCESSING ADDENDUM INSTRUCTIONS FOR JOSTLE CUSTOMERS

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, we want to help make things easy for you.

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 has been pre-signed on behalf of Jostle Corporation.
2. To complete this DPA, Customer must complete the information in the signature boxes and sign on Pages 4.
3. Send the completed and signed DPA to privacy@jostle.me

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

JOSTLE CORPORATION DATA PROCESSING ADDENDUM

This Data Processing Addendum (“DPA”) forms part of the Jostle Services Subscriber Agreement available at <https://www.jostle.me/subscriber-agreement> (the “Agreement”) entered into by and between the Customer and Jostle Corporation (“Jostle”), pursuant to which Customer has accessed Jostle Services. The purpose of this DPA is to reflect the parties’ agreement with regard to the Processing of personal data by Jostle on behalf of Customer in order to provide Jostle Services to Customer and members of Customer’s organization. This DPA shall be effective as of the date of Customer signing, or May 25, 2018, whichever is later.

In the event of a conflict between any parts of the Agreement, then this DPA shall prevail.

1. Definitions

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Authorized Affiliate” means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Jostle, but has not signed its own Agreement with Jostle and is not a "Customer" as defined under the Agreement.

“Customer Data” has the meaning assigned to that term in the Agreement.

“Data Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Data Processor” means the entity which processes Personal Data on behalf of the Data Controller.

“Data Protection Laws” means the GDPR and, and to the extent applicable, the data protection or privacy laws of any other country.

“Data Subject” means a natural person whose personal data is processed by a controller or processor.

“EU Model Clauses” means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection as approved by the European Commission pursuant to Decision C (2010)593.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the Processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time.

“Personal Data” means any information related to a natural person or Data Subject that can be used to directly or indirectly identify the person.

“Processing” means any operation or set of operations which is performed on 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

“Request” means a written request from a Data Subject to exercise his/her specific data subject rights under the Data Protection Laws in respect of Personal Data.

“Sub-processor” means any Data Processor engaged by Jostle to process Customer Data on its behalf.

2. Processing

2.1. Role of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller, and Jostle is the Data Processor.

2.2. Customer Processing of Personal Data. Customer shall, in its use of the Jostle Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3. Jostle’s Processing of Personal Data. Jostle shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., support ticket) where such instructions are consistent with the terms of the Agreement.

3. Rights of Data Subjects

3.1. Corrections. To the extent Customer, in its use of the Service, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, Jostle shall comply with any commercially reasonable Request by Customer to facilitate such actions to the extent Jostle is legally permitted to do so.

3.2. Data Subject Requests. Jostle shall, to the extent legally permitted, promptly notify Customer if it receives a Request from a Data Subject for access to, correction, amendment, or deletion of that person’s Personal Data. Jostle shall not respond to any such Data Subject Request without Customer’s prior written consent except to confirm that the Request relates to Customer. Jostle shall provide Customer with commercially reasonable cooperation and assistance in relation to handling of a Data Subject’s request for access to that person’s Personal Data, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use or receipt of the Services.

4. Jostle Personnel

Jostle shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Jostle shall ensure that

such confidentiality obligations survive the termination of the personnel engagement. Jostle shall ensure that Jostle's access to Personal Data is limited to those personnel who require such access to perform the Agreement.

5. Sub-processors

- 5.1. **Appointment of Sub-processors.** Customer acknowledges and agrees that Jostle may engage third-party Sub-processors in connection with the provision of the Services. Jostle has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Service provided by such Sub-processor. A list of current Sub-processors can be provided upon written request.
- 5.2. **Liability.** Jostle shall be liable for the acts and omissions of its Sub-processors to the same extent Jostle would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. Security

- 6.1. **Controls for the Protection of Personal Data.** Jostle shall maintain appropriate technical and organizational measures for the protection of the security, confidentiality and integrity of Personal Data.
- 6.2. **Third-Party Certifications and Audits.** Jostle has obtained the third-party certifications and audits set forth on its security overview <https://www.jostle.me/security>. Upon Customer's written request at reasonable intervals, and subject to reasonable confidentiality obligations, Jostle shall make available to Customer a copy of Jostle's then most recent third-party audits or certifications, as applicable.

7. Security Breach Management and Notification

Jostle maintains security incident management policies and procedures and shall, to the extent permitted by law, notify Customer without undue delay of any actual unauthorized disclosure of Customer Data, including Personal Data, by Jostle or its Sub-processors of which Jostle becomes aware (a "Security Breach") and provide details of the Security Breach to the Customer. To the extent such Security Breach is caused by a violation of the requirements of this Addendum by Jostle, Jostle shall identify and remediate the cause of such Security Breach.

8. Transfer of Data to International Organizations

As a Canadian company, Jostle must comply with Canadian privacy laws which the European Commission has decided ensures an adequate level of data protection. All transfers of data to Jostle's Sub-processors shall be governed by contracts between Jostle and its Sub-processors incorporating EU Model Clauses.

9. Deletion of Customer Data

Jostle shall delete Customer Data in accordance with Jostle's procedures and Data Protection Laws and consistent with the terms of the Agreement.

10. Assistance

10.1. Co-operation and Assistance. Jostle shall provide reasonable assistance, information and cooperation to the Customer to ensure compliance with the Customer’s obligations under Data Protection Laws.

10.2. Records of Processing. Jostle shall make available to the Customer on request such information as is reasonably required by the Customer to demonstrate Jostle’s compliance with its obligations under Data Protection Law and under this Addendum.

11. Limitation of Liability

Each party’s and all of its Affiliates’ liability, taken together in the aggregate, arising out of or related to this Addendum, whether in contract, tort or under any other theory of liability, is subject to the ‘Limitation of Liability’ section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement.

The parties’ authorized signatories have duly executed this Agreement:

JOSTLE CORPORATION

DocuSigned by:
Signature: David O'Brien
Name: David O'Brien
Title: CFO & VP-Customer Operations
Date: 4/9/2018

CUSTOMER

Entity Legal Name:
Signature:
Name:
Title:
Date: