



PLEASE READ CAREFULLY BEFORE SUBSCRIBING TO THE SERVICES PROVIDED HEREUNDER

IMPORTANT NOTICE: THIS SUBSCRIPTION AGREEMENT AND THE DATA PROCESSING AGREEMENT APPENDED HERETO (THE “**AGREEMENT**”) FORMS A LEGALLY BINDING AGREEMENT BETWEEN YOU (THE “**CUSTOMER**” AS IDENTIFIED ON YOUR ORDER) AND **PUBBLE SAAS IRELAND LIMITED** A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 627477) WHOSE REGISTERED ADDRESS IS AT UNIT 4100 CORK AIRPORT BUSINESS PARK, CORK, IRELAND (THE “**SUPPLIER**”). THIS IS A SUBSCRIPTION AGREEMENT FOR THE USE OF THE SERVICES (AS DEFINED BELOW) BY THE CUSTOMER. THE SUPPLIER REMAINS THE OWNER OF THE SOFTWARE AND THE SERVICES AS WELL AS ALL COPIES. IN ORDER TO AVAIL OF THE SERVICES THE CUSTOMER MUST CLICK “**I ACCEPT**”. THE CUSTOMER IS NOT REQUIRED TO ACCEPT THIS AGREEMENT. IF THE CUSTOMER DOES NOT ACCEPT THIS AGREEMENT, THE CUSTOMER MAY NOT INSTALL, OR USE THE SERVICES.

BACKGROUND

- (A) The Supplier has developed certain software applications which it makes available to commercial subscribers via the internet for the purposes of delivering a real-time messaging chat platform.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

1. DEFINITIONS

1.1. In this Agreement the following words shall have the following meanings:

- Agreement:** means the terms and conditions in this subscription agreement and the Order and any other documents explicitly incorporated by reference by the written agreement of the Parties;
- Confidential Information:** means information that is proprietary or confidential to the disclosing Party to the extent that a reasonable person would consider such information as confidential;
- Customer:** means the legal entity referenced on the Order. Where relevant references to the Customer shall include employee End Users;
- Customer Data:** means the data input by Users into the Supplier Widget when using the Services;
- Customer Plan:** means the Customer plan selected by the Customer for the relevant Supplier Widget;
- Customer Site:** means the Customer website, including all manifestations of such website (i.e. as available on desktop, mobile, tablet) any branded apps or any other Customer platforms on which the Services are provided;
- Effective Date:** means the date set out in the Order;
- End User:** means the individual end users (including visitors and consumers) of the Services on the Customer Site;



- Fee:** means the fees payable by the Customer to Supplier for use of the Services, as set out in the Order;
- Non-Software Failure:** means any defect, error or fault in the Services which is caused by (i) the Services being used other than in accordance with the description or its proper intended purpose; (ii) any modification, variation or reconfiguration of the Services unless the same is performed by or on behalf of the Supplier or with Supplier's consent; (iii) any defect in the hardware, network or device on which the Service is used; (iv) the combination, operation, use or failure of third party or end user proprietary software or networks with which the Service interfaces or is connected; or (v) any virus or worm infecting the Services;
- Order:** means the registration and payment process where the Customer selects the details for the Services and the Supplier Widget including the Fees;
- Services:** means the services provided by Supplier under this Agreement including the provision of access to and support for the Supplier Widget;
- Subscription Term:** means the term specified as part of the Order which may be month by month or annual;
- Supplier IP:** means the intellectual property rights in the Supplier Widget and the Services including trademarks, service marks, graphics, and logos used in connection with the Services and any updates or modifications thereto;
- Supplier Widget:** means the web based live chat platform licensed by Supplier to the Customer as part of the Services including the Supplier IP. References to the Supplier Widget in this Agreement shall include the following as applicable Community Q&A, Live Q&A and Liveblog;
- Team Members:** means the Customer employees and contractors using the Services; and
- Users:** means the End Users and the Team Members using the Services.
- 1.2. In this Agreement (except where the context otherwise requires):
- 1.2.1. use of the singular includes the plural and vice versa;
 - 1.2.2. use of any gender includes the other genders;
 - 1.2.3. any reference to a statute, statutory provision, subordinate legislation, code or guideline is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation; and
 - 1.2.4. any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3. Each of Supplier and Customer shall be (a **"Party"**) and together Supplier and Customer are (the **"Parties"**).
- 1.4. The terms of this Agreement will not apply if the Supplier has separately agreed, negotiated and executed (by an authorised signatory) a separate set of terms and conditions with the Customer.

2. CUSTOMER PLAN

- 2.1. Supplier hereby grants to the Customer (including the Team Members) a non-exclusive, non-transferable license to use the Services and to permit the End Users to use the Services during the Subscription Term for the Customer Plan selected as part of the Order.



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- 2.2. If the Customer Plan requires adjustment the Customer may upgrade to the next Customer Plan available as applicable.
 - 2.3. If the Customer Plan is increased by the Customer part way through the Subscription Term, the Fees specified in the Order shall apply for the remainder of the Subscription Term.
 - 2.4. The Customer acknowledges that, in the case of the Supplier Widget for Live Events, the Customer will be moved to the next Customer Plan if the number of End Users exceeds the maximum number of End Users in the current Customer Plan.
 - 2.5. The Customer will immediately notify Supplier of any security breach of which the Customer becomes aware.
 - 2.6. The Customer shall not access, store, distribute or transmit any viruses or any material when using the Services that is considered illegal or harmful or facilitates illegal activity.
 - 2.7. The Customer shall not except to the extent expressly permitted under this Agreement:
 - 2.7.1. attempt to modify, duplicate, create derivative works from, or distribute all or any portion of the Supplier Widget (as applicable);
 - 2.7.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Supplier Widget;
 - 2.7.3. access all or any part of the Supplier Widget in order to build a product or service which competes with the Supplier Widget; or
 - 2.7.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Supplier Widget available to any third party except the Users.

3. SERVICES

- 3.1. Supplier shall provide the Services to the Customer on and subject to the terms of this Agreement during the Subscription Term.
- 3.2. Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance (carried out during such times which are notified to the Customer) and unscheduled maintenance.

4. SUPPLIER'S OBLIGATIONS

- 4.1. Supplier undertakes that the Services will conform to the description specified in this Agreement and to provide the Services with reasonable skill and care.
- 4.2. If the Services do not conform to the description in this Agreement, the Supplier will, at its expense, use reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any non-conformance of the Services with their description.
- 4.3. Notwithstanding the foregoing:
 - 4.3.1. Supplier does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Supplier Widget, the Services and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - 4.3.2. Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; and



- 4.3.3. use of the Services requires compatible devices, internet access and certain software including periodic updates. Performance may be affected if these are not available. High-speed internet access is strongly recommended for regular use. The latest version of required software is recommended to access the Services and may be required to download certain features available on the Supplier Widget.
- 4.4. Supplier reserves the right to modify the Services at any time, including refining functionality, and Supplier will make available to the Customer all improvements from time to time made available by it to other customers.
- 4.5. The Services are (except as expressly provided in this Agreement) provided “as is” and “as available”. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer warrants and represents that it has all necessary rights and authority to enter into this Agreement and that the individual entering into this Agreement on behalf of the Customer has the right and authority to legally bind any entity or organization to the terms and obligations of this Agreement.
- 5.2. The Customer warrants that it shall:
 - 5.2.1. comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 5.2.2. ensure that the Users use the Supplier Widget in accordance with the terms and conditions of this Agreement and shall be responsible and liable for the Customer or User's breach of this Agreement;
 - 5.2.3. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services and including any consents required from the Users; and
 - 5.2.4. be solely responsible for procuring and maintaining its systems, network connections and telecommunications links to access the Supplier Widget.

6. CHARGES AND PAYMENT

- 6.1. As consideration for receipt of the Services, the Customer shall pay the Fees to Supplier as specified in the Order. By accepting this Agreement, the Customer is accepting an irrevocable purchase commitment for the relevant Subscription Term.
- 6.2. The Supplier may provide the Services to the Customer on a trial basis at its discretion. In this case, no Fee will be charged to the Customer. Supplier may terminate a trial at any time and will notify the Customer when the trial is over.
- 6.3. The Fees are payable in advance and the Customer agrees to pay using the electronic payment facility provided.
- 6.4. Any invoice may be provided in the case of Enterprise Customer Plans. The Customer agrees to pay each such invoice within thirty (30) days of receipt.
- 6.5. If the Supplier has not received payment pursuant to this Agreement Supplier may, without liability to the Customer, disable the Customer's account and access to all or part of the Supplier Widget. Supplier shall be under no obligation to provide any or all of the Services while the Fees



- remain unpaid.
- 6.6. All Fees stated or referred to in this Agreement:
- 6.6.1. shall be payable in the currency specified;
 - 6.6.2. are non-cancellable and non-refundable for the relevant Subscription Term. The Customer shall have no right of refund or pro-rata refund for any Fees paid in advance under this Agreement for the relevant Subscription Term; and
 - 6.6.3. are exclusive of value added tax or other applicable sales tax, which shall be added to Supplier's invoice(s) at the appropriate rate.
- 6.7. Supplier reserves the right to modify the Fees for the Services. Any increase in the Fees will apply to the next Subscription Term.

7. PROPRIETARY RIGHTS AND CONFIDENTIALITY

- 7.1. The Customer acknowledges and agrees that Supplier and/or its licensors own all intellectual property rights in the Supplier IP. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Supplier IP.
- 7.2. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:
- 7.2.1. is or becomes publicly known other than through any act or omission of the receiving Party;
 - 7.2.2. was in the other Party's lawful possession before the disclosure;
 - 7.2.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or
 - 7.2.4. is independently developed by the receiving Party, which independent development can be shown by written evidence.
- 7.3. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, shall not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 7.4. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 7.5. Supplier acknowledges that the Customer Data is the Confidential Information of the Customer. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.6. The Customer acknowledges that Supplier IP is the Confidential Information of Supplier.

8. DATA PROCESSING AGREEMENT

- 8.1. The Parties agree that the provisions of the data processing agreement attached hereto will apply to any personal data that the Supplier processes on behalf of the Customer.



9. INDEMNITY

- 9.1. Subject to clause 10, Supplier shall defend the Customer against any third-party claims that the Supplier IP infringes any copyright, trade mark or database right and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- 9.1.1. Supplier is given prompt notice of any such claim;
 - 9.1.2. the Customer provides reasonable co-operation to Supplier in the defence and settlement of such claim, at Supplier's expense; and
 - 9.1.3. Supplier is given sole authority to defend or settle the claim.
- 9.2. In the defence or settlement of any claim, Supplier may procure the right for the Customer to continue using the Supplier IP, replace or modify the Supplier IP so that it becomes non-infringing or, if such remedies are not reasonably available, terminate this Agreement on two (2) days' notice to the Customer without any additional liability to the Customer as a result of such early termination.
- 9.3. In no event shall Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- 9.3.1. a modification of the Supplier IP by anyone other than Supplier; or
 - 9.3.2. the Customer's use of the Services in a manner contrary to the instructions given to the Customer by Supplier or in breach of the terms of this Agreement; or
 - 9.3.3. the Customer's use of the Services after notice of the alleged or actual infringement from Supplier or any appropriate authority.
- 9.4. The Supplier shall have no liability for any claim of infringement or otherwise resulting from a Non Software Failure.
- 9.5. The foregoing states the Customer's sole and exclusive rights and remedies, and Supplier's (including Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any intellectual property right.

10. LIMITATION OF LIABILITY

- 10.1. This clause 10 sets out the entire financial liability of Supplier (including any liability for the acts or omissions of its employees, contributing experts, agents and sub-contractors) to the Customer.
- 10.2. Nothing in this Agreement limits or excludes the liability of Supplier, for death or personal injury caused by Supplier's negligence or for fraud or fraudulent misrepresentation.
- 10.3. Subject to clause 10.2:
- 10.3.1. Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement (in each case whether reasonably foreseeable or not); and
 - 10.3.2. Supplier's total aggregate liability in contract (including indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Fees paid by the Customer during the twelve (12) months immediately preceding the date on which the claim arose.



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- 10.4. Any claim under this Agreement must be made within one (1) year of the incident which gives rise to the claim occurring.

11. TERM AND TERMINATION

- 11.1. This Agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and shall continue for the Subscription Term. After the Subscription Term the Agreement shall be automatically renewed for successive periods equivalent to the Subscription Term (each a “**Renewal Term**”).
- 11.2. There shall be no right of termination for convenience during the Subscription Term or any Renewal Term. Either Party may terminate this Agreement for convenience at the end of the Subscription Term or any Renewal Term by providing the other Party with notice of termination in writing at least thirty (30) days before the end of the Initial Term or Renewal Term, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Term.
- 11.3. Customer account details (including trial accounts) may be deleted by Supplier after six (6) months of inactivity.
- 11.4. Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate this Agreement immediately and without liability to the other if:
- 11.4.1. the other Party is in material or persistent breach of any of its obligations under this Agreement and either that breach is incapable of remedy (as determined at the sole discretion of the non-breaching Party), or the other Party has failed to remedy that breach within twenty (20) days after receiving written notice requiring it to remedy that breach. Any breach of the licensing provisions of this Agreement shall be deemed a breach incapable of remedy; or
- 11.4.2. the other Party is unable to pay its debts or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the foregoing occurs in any applicable jurisdiction.
- 11.5. On termination of this Agreement for any reason:
- 11.5.1. all User access to the Services (including the Customer Plan) shall immediately terminate;
- 11.5.2. each Party shall make no further use of any Confidential Information (and all copies of them) belonging to the other Party;
- 11.5.3. Customer shall have thirty (30) days to export the Customer Data using the export to Excel function. Following this period Supplier may delete all Customer Data in its possession; and
- 11.5.4. the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 11.6. Any expiry or termination of this Agreement will not affect any accrued rights or liabilities of either Party up to and including the date of such expiry or termination nor will it affect the coming into force or continuation in force of any other clauses and provisions of this Agreement



which are expressly or by implication intended to come into force or continue in force on or after such termination.

12. FORCE MAJEURE

Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Supplier or any other third party), failure of a utility service or transport or telecommunications network, pandemic/epidemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

13. GENERAL PROVISIONS

- 13.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 13.2. This Agreement, and any documents referred to in it, constitute the whole agreement between the Parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Terms contained in any additional terms, purchase order or acknowledgement originating from the Customer will be of no effect, even if such terms include a condition that such additional terms apply to any payment made by the Customer or otherwise. Any amendments to this Agreement should be in writing and signed by both Parties in order to be effectively incorporated.
- 13.3. Each of the Parties acknowledge and agree that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether Party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 13.4. The Customer shall not, without the prior written consent of Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 13.5. Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 13.6. Any notice to be given under this Agreement will be in writing and addressed to the Party at the registered address of each Party. Notices will be deemed given and effective:
 - 13.6.1. if personally delivered, upon delivery;
 - 13.6.2. if sent by an overnight service with tracking capabilities, upon receipt;
 - 13.6.3. if sent by fax or electronic mail, at such time as the Party which sent the notice receives confirmation of receipt by the applicable method of transmittal; or
 - 13.6.4. if sent by certified or registered mail, within five days of deposit in the mail.
- 13.7. Customer agrees that Supplier may publicise the existence of this working relationship as a statement of fact. The extent of such publicity may include use of the Customer logo, posting on the Supplier website/social media and inclusion in Supplier collateral materials. Supplier agrees to apply industry standard practices to all publicity to ensure the highest levels of accuracy and

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- editorial quality.
- 13.8. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with the laws of the Republic of Ireland.
- 13.9. The Parties irrevocably agree that in relation to any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) the courts of the Republic of Ireland shall have jurisdiction.



DATA PROCESSING AGREEMENT

THIS DATA PROCESSING AGREEMENT FORMS PART OF THE SUBSCRIPTION AGREEMENT (THE "AGREEMENT") ENTERED INTO BY THE CUSTOMER (AS DEFINED BELOW) AND FORMS A LEGALLY BINDING AGREEMENT BETWEEN THE CUSTOMER AND PUBBLE SAAS IRELAND LIMITED A COMPANY INCORPORATED AND EXISTING UNDER THE LAWS OF THE REPUBLIC OF IRELAND (REGISTERED WITH COMPANY NUMBER 627477) WHOSE REGISTERED ADDRESS IS AT UNIT 4100 CORK AIRPORT BUSINESS PARK, CORK, IRELAND (THE "SUPPLIER"). THIS IS A DATA PROCESSING AGREEMENT DESCRIBING THE AGREEMENT OF THE PARTIES RELATING TO THE PROCESSING OF PERSONAL DATA (AS DEFINED BELOW) UNDER THE AGREEMENT.

BACKGROUND

- (A) The Supplier has agreed to provide certain Services to the Customer under the terms of the Agreement. The Services involve the processing of Personal Data. A Data Record covering the specific processing activities for the Services is attached to this Data Processing Agreement;
- (B) The provisions of this DPA govern the processing of Personal Data pursuant to the Agreement;
- (C) For the purposes of this DPA, the Customer is the Controller and the Supplier is the Processor; and
- (D) The DPA is a separate legal agreement between the Parties relating to the processing of Personal Data under the Agreement. This DPA shall take precedence over the terms and conditions of the Agreement in case of any conflict.
- (E) Capitalised terms used herein but not defined shall have the meaning provided in the Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions shall apply for the purposes of this DPA:

- Controller:** has the meaning provided in the GDPR;
- Customer Privacy Notice:** means the fair processing notice provided by the Customer to data subjects;
- Data Protection Laws:** means the GDPR and any other applicable data protection legislation including the Data Protection Act 1988 to 2018 in the Republic of Ireland;
- Data Record:** means the record of processing activities attached as Annex 1 to this Data Processing Agreement;
- Privacy Tab:** means the privacy tab in the admin center available as part of the Customer account where the Customer can select privacy settings for the Services;
- Processor:** has the meaning provided in the GDPR;
- Security Event:** means an incident which resulted in (or may result in) the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Personal Data while in the custody or control of the Supplier;
- Services:** means the services provided by the Supplier as further described in the Agreement; and



Sub-Processor: means another Processor engaged by the Supplier in carrying out processing activities in respect of the Personal Data on behalf of the Supplier and authorised by the Customer in accordance with this Data Processing Agreement and the Data Record.

- 1.2. The terms “**data subject**” and “**processing**” have the meanings set out in the GDPR (and related terms such as “**process**” have corresponding meanings).
- 1.3. The terms of this Data Processing Agreement are confidential between the Customer and the Supplier and the Supplier shall not disclose or otherwise use the terms of this Data Processing Agreement except for the purposes of compliance with the terms set out herein.

2. INTRODUCTION

- 2.1. In the course of the Agreement, the Supplier will process Personal Data on behalf of the Customer. The Supplier acts as a Processor in the provision of the Services to the Customer and the Customer is the Controller.
- 2.2. This Data Processing Agreement specifies the obligations of the Parties when processing Personal Data under the Agreement.

3. OBLIGATIONS OF THE SUPPLIER

- 3.1. The Supplier in its role as Processor will:
 - 3.1.1. comply with the Data Protection Laws in connection with all processing of Personal Data undertaken hereunder;
 - 3.1.2. process Personal Data provided for the Services only for the purposes of providing the Services and in accordance with the instructions of the Customer, including transfers of Personal Data to any Sub-Processor as further described in clause 8 below. The Supplier shall inform the Customer in the event that any instruction provided by the Customer infringes the Data Protection Laws;
 - 3.1.3. ensure that all staff processing Personal Data are subject to obligations of confidentiality to ensure that the Personal Data is kept safe and secure;
 - 3.1.4. provide the Services to meet the technical and organisational measures agreed as part of this Agreement which shall, in any event, be appropriate to the Services and the nature of the processing undertaken by the Supplier;
 - 3.1.5. assist the Customer in taking appropriate technical and organisational measures, insofar as this is possible, to respond to data subject’s rights as further described in clause 7 below;
 - 3.1.6. provide all information reasonably requested by the Customer for the purposes of responding to a Security Event, as further described in clause 6 below.
 - 3.1.7. provide all information reasonably requested by the Customer, for the purposes of any data protection impact assessment undertaken pursuant to Article 35 and Article 36 of the GDPR;
 - 3.1.8. delete or return (at the choice of the Customer), all Personal Data at the end of the retention period specified in the Data Record unless any laws require the continued storage of such Personal Data;



- 3.1.9. make available to the Customer all information necessary to demonstrate compliance with this Agreement and allow for, and contribute to audits, as further described in clause 9 below;
- 3.1.10. notify the Customer, as soon as reasonably practicable, in the event of violations against laws and regulations relating to the protection of Personal Data or against the provisions of this Data Processing Agreement committed by the Supplier or the persons employed by the Supplier within the scope of the Agreement.
- 3.2. The name of the Supplier's and the Customer's designated contact for all data protection issues that fall within the scope of this Agreement may be completed in the Privacy Tab.

4. PRIVACY TAB

- 4.1. The Supplier will make available a copy of the Customer Privacy Notice to data subjects where this option is selected by the Customer and the Customer provides the relevant hyperlink to the Supplier via the Privacy Tab.
- 4.2. The Supplier may collect consent from the data subject for the processing of their personal data where this option is selected by the Customer via the Privacy Tab. The Customer is solely responsible for ensuring that the consent obtained meets the requirements of the GDPR. The Customer acknowledges that the consent language only covers consent for the purposes of processing Personal Data relating to the Services and no marketing related consent is collected by the Supplier on the Customer's behalf.
- 4.3. The Supplier does not review and has no responsibility for the information included in the Customer Privacy Notice or for ensuring that the consent obtained is sufficient to meet the requirements of the GDPR. The Customer is solely responsible for ensuring that the Customer Privacy Notice and any consent collected is compliant with the GDPR. The Customer shall indemnify the Supplier for any claims from the data subject or otherwise, resulting from any non-compliance by the Customer with the GDPR including any communications sent by the Customer to the data subject.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer will comply with the Data Protection Laws.
- 5.2. The Customer must ensure, where applicable, that in connection with all Personal Data provided to the Supplier that it has complied with Article 6 and Article 9 of the GDPR to ensure that the Customer has a lawful basis for processing the Personal Data.
- 5.3. The Customer acknowledges that the Supplier is reliant on the Customer for direction as to the extent to which the Supplier is entitled to process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a data subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted from the instructions of the Customer.

6. SECURITY EVENT

- 6.1. The Supplier shall without undue delay (and in any event no later than seventy two (72) hours after becoming aware of, receiving a notification regarding, or first suspecting a Security Event) notify the Customer of the Security Event.
- 6.2. The Supplier shall provide the Customer with detailed information about:



- 6.2.1. the nature of the Security Event including the categories and approximate number of data subjects and Personal Data records concerned;
- 6.2.2. the steps the Supplier has taken to address the Security Event.
- 6.3. The Supplier shall:
 - 6.3.1. take all necessary steps to mitigate the effects and to minimise any damage resulting from the Security Event and to prevent a recurrence of such Security Event; and
 - 6.3.2. provide such assistance and cooperation as the Customer requires in responding to the Security Event including in relation to notifying any relevant regulatory authority and/or data subject of the Security Event.

7. DATA SUBJECT ACCESS REQUESTS

- 7.1. If the Customer has an obligation to provide a data subject with information on the processing of their Personal Data, the Supplier will assist the Customer in making this information available. The Customer must request the Supplier's written assistance specifying the Personal Data required. The Supplier shall not respond directly to any data subject requests for information and shall refer the data subject to the Customer and inform the Customer in writing about the details of any request received, as soon as possible.
- 7.2. If a data subject requests the Supplier to correct, delete or block Personal Data, the Supplier shall refer the data subject to the Customer and inform the Customer in writing of the details of the request.

8. SUB-PROCESSORS

- 8.1. The Supplier must have all Sub-Processors approved by the Customer before providing any Personal Data to them for processing in connection with the Agreement.
- 8.2. The Customer approves the Sub-Processors specified on the Privacy Tab of the Admin Center and it is acknowledged that the Supplier may provide those approved Sub-Processors with Personal Data in order to provide the Services under this Agreement.
- 8.3. The Supplier must ensure that all processing undertaken with any Sub-Processor imposes materially the same terms and conditions on the Sub-Processor as are imposed on the Supplier under this Agreement.
- 8.4. The Data Record will specify any Sub-Processors that the Customer agrees may be used by the Supplier in order to provide the Services. In the event that the Supplier uses any Sub-Processor situated in a country outside of the European Economic Area, or for which the European Commission has not determined that such country ensures an adequate level of protection, the Supplier will ensure a transfer method compliant with the GDPR is used to transfer the Personal Data.

9. AUDIT AND ASSESSMENT

- 9.1. The Supplier will allow its implementation and compliance with its obligations under this Data Processing Agreement to be audited by the Customer or an external auditor approved by the Customer at least annually. If and insofar as the audit indicates that the Supplier's compliance falls short on one or more aspects, the Supplier will make concrete proposals for improvements in this respect, if possible in the context of its continuous improvement program.



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- 9.2. If the audit/assessment identifies any gaps in the Supplier's processing activities which are not compliant with this Data Processing Agreement or the relevant Data Protection Laws the Customer has the right to ask the Supplier to update the technical and organizational security measures taken so that they are in line with the relevant requirements. The Supplier will provide all reasonable cooperation and as soon as reasonably practicable implement the necessary modifications indicated by the Customer.



ANNEX 1 – DATA RECORD

Subject-matter of processing activity:	The provision of the Supplier real time messaging services
Duration of processing:	Duration of the Agreement plus thirty (30) days
Nature and purpose of processing:	Supplier will provide the Services specified in the Order. Supplier provides the Customer with the Supplier Widget which is a real time messaging system enabling communication between the Customer and the End Users. The Supplier Widget enables the Customer to communicate with End Users simply through an integrated coordinated and real-time cloud-based application. The Supplier hosts the Customer Data and provides support and maintenance for the Services
Categories of Data Subject:	Users of the Services
Type of Personal Data processed as part of the Services:	Name, Email, Telephone, IP address
Cookies	For further information on cookies used see: https://docs.google.com/spreadsheets/d/1CXdgRZVg6DfwE7cUMmIjT3YWFKNXIT0PniLDOWXC3Hw/edit?usp=sharing