

QUICKPIVOT DATA PROTECTION AGREEMENT

THIS DATA PROTECTION AGREEMENT (the “**Agreement**”) is entered into between _____, a _____, for and on behalf of itself, its Affiliates and/or their respective customers (collectively “**Controller**”), and QuickPivot Corporation, a Delaware corporation with offices at 33 Arch Street, 9th Floor, Boston, Massachusetts 02110, for and on behalf of itself and its Affiliates (collectively, “**Processor**”).

RECITALS

- A. Processor has entered into one or more purchase orders, contracts and/or agreements with Controller (the “**Contract(s)**”) under which Processor provides services (“**Services**”) that may entail the Processing of Personal Data (as defined below).
- B. As the controller of such Personal Data, Controller is obligated to enter into agreements with its vendors to ensure the security and proper treatment of Personal Data.

AGREEMENTS

1. DEFINITIONS

- 1.1 “**Affiliate**” means an entity that directly or indirectly controls, is controlled by or is under common control with an entity, where “control” means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding (but only as long as the entity meets these requirements).
- 1.2 “**Personal Data**” means any information relating to an identified or identifiable natural person (“**data subject**”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.3 “**Personal Data Breach**” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
- 1.4 “**Processing**” of Personal Data 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, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.5 “**Subprocessor**” means any natural or legal person, public authority, agency or other body which processes personal data on behalf of Processor (including any Affiliate of Processor).

2. DATA PROCESSING

The subject matter of the Processing is limited to Personal Data within the scope of applicable law. The duration of the Processing shall be for the duration of the provision of Services under the Contracts. The nature and purpose of the Processing shall be to provide the Services pursuant to the Contracts. The types of Personal Data processed by the Services are those submitted by Controller to the Services. The categories of data subjects are Controller’s representatives and end users, including employees, contractors, collaborators and customers. Additional information as to the nature and purpose, types, and categories of Personal Data may be found in the Contracts.

- 2.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement and maintain appropriate technical and organizational measures in such a manner that its Processing of Personal Data will meet the requirements of applicable law, ensure

the protection of the rights of the data subjects, and ensure a level of security appropriate to the risk, including as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

In assessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

- 2.2 Processor shall process the Personal Data only (a) as needed to provide the Services, (b) in accordance with Controller's documented instructions (including any instructions regarding data transfers to third countries) and (c) as needed to comply with applicable law (in which case Processor shall provide prior notice to Controller of such legal requirement, unless applicable law prohibits disclosure).
- 2.3 Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and that any natural person acting under the authority of the Processor who has access to Personal Data does not process it except on Controller's instructions, unless required to do so by applicable law.
- 2.4 Processor shall promptly notify Controller if it receives any enquiry, communication or complaint from a data subject or regulator relating to its processing of Personal Data and provide reasonable assistance to enable Controller to respond to it. Processor shall not respond to such communication directly without Controller's prior authorization unless legally compelled to do so.
- 2.5 At the expiry or termination of the Contract(s), at Controller's option, delete or return all Personal Data to Controller, except where it is required to retain copies under applicable law, in which case Processor will isolate and protect that Personal Data from any further Processing except to the extent required by applicable law.
- 2.6 Processor shall make available to Controller all information necessary to demonstrate compliance with this Agreement including allowing for an audit or inspection.
- 2.7 Processor will, upon reasonable notice provide reasonably requested information regarding the Processing to enable Controller to carry out data protection impact assessments and/or prior consultations with data protection authorities.
- 2.8 Processor shall not engage a Subprocessor to process the Personal Data under this Agreement without Controller's prior consent and without a written agreement imposing the same data protection obligations upon such Subprocessor as those set out in this Agreement. Processor shall remain liable for all acts and omissions of the Subprocessor. Processor shall make available to Controller a list of such Subprocessors on written request. Controller hereby consents to Processor's use of Amazon Web Services for remote backup services.

3. PERSONAL DATA BREACHES

- 3.1 Upon becoming aware of a Personal Data Breach, Processor shall without undue delay (and in no event later than 24 hours of becoming aware of such Personal Data Breach) inform Controller and provide written details of the Personal Data Breach, including the type of data affected, the identity of affected person(s), the likely consequences of the Personal Data Breach and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to Processor.
- 3.2 In the event of a Personal Data Breach, Processor shall:

- (a) provide timely information and cooperation as Controller may require to fulfil Controller's data breach reporting obligations under applicable law; and
- (b) take such measures and actions as are appropriate to remedy or mitigate the effects of the Personal Data Breach and shall keep Controller up-to-date about all developments in connection with the Personal Data Breach.

3.3 The content and provision of any notification, public/regulatory communication or press release concerning the Personal Data Breach shall be solely at Controller's discretion, except as otherwise required by applicable law.

4. AUDITS

- 4.1 Processor shall maintain records in accordance with industry standards and applicable law. Upon request, Processor shall provide copies of these records, audit report summaries and/or other documentation reasonably required by Controller to verify Processor's compliance with this Agreement.
- 4.2 While it is the parties' intention ordinarily to rely on Processor's obligations set forth in Section 4.1 to verify Processor's compliance with this Agreement, Controller may appoint a third party representative to, at its own expense, carry out an inspection of the Processor's operations and facilities during normal business hours and subject to reasonable prior notice where Controller considers it necessary or appropriate (for example, without limitation, where Controller has reasonable concerns about Processor's data protection compliance, following a Personal Data Breach or following instructions from a data protection authority).

5. DATA TRANSFERS

Processor may not transfer or export any Personal Data under the Contract(s) or this Agreement unless (i) such transfer or export complies with applicable law and (ii) if necessary for such compliance, Processor enters into an appropriate data transfer agreement with Controller (such as the European Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and the Council).

6. GENERAL

- 6.1 This Agreement shall survive so long as Processor or its Subprocessor(s) Processes Personal Data.
- 6.2 This Agreement may not be modified except by a subsequent written instrument signed by both Parties.
- 6.3 If any part of this Agreement is held unenforceable, the validity of all remaining parts will not be affected.
- 6.4 Facsimile or scanned signatures and signed facsimile or scanned copies of this Agreement shall legally bind the Parties to the same extent as originals. This Agreement may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the Parties.

By signing below, each Party acknowledges that it has read and understood the terms of this Agreement and agrees to be bound by them.

QuickPivot Corporation	[CONTROLLER]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Effective Date: _____