GDPR DATA PROCESSING ADDENDUM

This GDPR Data Processing Addendum ("GDPR Addendum"), is incorporated by reference into the services agreement identified in Schedule 1 ("Services Agreement") between _____, with a place of business at _____ ("Customer") and **SHARPSPRING** ("Service Provider"), with its principal place of business at **5001 Celebration Pointe Ave Suite 410 Gainesville 32608 Florida, US** ("Agreement").

This GDPR Addendum is entered into effect as of the latest date of the parties' signatures in the signature blocks of this Agreement.

This GDPR Addendum supplements the Agreement only with respect to the Processing of Personal Data (defined below) of individuals in the European Union or the European Economic Area (EU/EEA) under the Agreement. Customer and Service Provider (each a "party"; together "the parties") agree to the terms of this GDPR Addendum in order to satisfy the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 26, 2016, as amended from time to time ("GDPR") and other Applicable Data Protection Laws (defined below) with respect to the protection of the privacy and fundamental rights and freedoms of individuals in connection with the Processing of the Personal Data specified in Schedule 1, by Service Provider on behalf of Customer.

1. **How to Execute this GDPR Addendum**

This GDPR Addendum has been pre-signed on behalf of Service Provider. To make this GDPR Addendum a part of the Agreement, Customer must:

(a) Complete the information in the signature blocks of this Addendum and have an authorized representative sign on pages 6, 8, and 9.

(b) Submit the completed and signed Addendum to SharpSpring via email to dpa@sharpspring.com.

When Service Provider receives the completed and signed GDPR Addendum as specified above, this Addendum will become a legally binding addendum to the Agreement.

2. **Definitions**

For the purposes of this GDPR Addendum:

(a) "**Applicable Data Protection Law**" means the GDPR or any applicable data protection law of an EU/EEA Member State that incorporates or supplements the provisions of the GDPR, in accordance with the terms of the GDPR, when applied to the Personal Data of a Data Subject in that Member State.

(b) "**Data Subject**," "**Data Protection Officer**," "**Personal Data**," "**Process/Processing**," and "**Supervisory Authority**" have the same meaning as in Article 4 of the GDPR when applied to the Framework of this Agreement.

(c) "**EU/EEA**" means the European Union and/or the European Economic Area.

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(d)   "**Framework**" means the Personal Data, categories of Data Subjects, activities, and security measures described in Schedule 1 and 2.

(e)   "**GDPR** " means the General Data Protection Regulation. More information concerning the topic of this law can be found at the following website: http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32016R0679&qid=150046743 8860&from=en.

(f)   "**Personal Data Breach**" means a 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.

(g)   "**Services**" means the services described in the Agreement when performed on the Personal Data described in Schedule 1, including the detail of the Processing services, the Personal Data to which they pertain, and the categories of Data Subjects to which this GDPR Addendum applies are specified in Schedule 1.

(h)   "**Subprocessor**" means any processor engaged by Service Provider (or by any other subprocessor of Service Provider) who agrees to receive from Service Provider (or from any other subprocessor of Service Provider) Personal Data exclusively intended for the Processing activities to be carried out on behalf of Customer in accordance with Customer's instructions, under the terms of this GDPR Addendum and the terms of the written subcontract.

(i)   "**Technical and Organizational Security Measures**" means those measures aimed at protecting Personal Data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

3.   Applicability of this GDPR Addendum

This GDPR Addendum applies only to the extent that Service Provider Processes Personal Data of Data Subjects located in the EU/EEA on behalf of Customer, and only to the Processing of such Personal data.

4.   Governing Terms

With respect to the Framework:

(a) The general terms and conditions of the Services are specified in the Agreement.

(b) The Services are governed both by the terms of the Agreement and those of this GDPR Addendum.

(c) If there is a conflict between any provision or component of the Agreement and a provision or component of this GDPR Addendum as applied to the Framework, the terms of this GDPR Addendum will prevail over the similar terms in the Agreement.

5.   Details of the Processing

(a) Customer as a Data Controller appoints Service Provider as a Data Processor to Process the Personal Data on Customer's behalf. In some circumstances, Customer may be a Data Processor; in this case, Customer appoints Service Provider as a Subprocessor. In both cases, Service Provider remains a Processor with respect to Customer for the Processing activities under this GDPR Addendum.

(b) Service Provider shall not, at any time, transfer or allow any Subprocessor or other person to transfer, Personal Data across borders except as permitted under this GDPR Addendum.

6.   Service Provider's Responsibilities

(a) Service Provider shall Process the Personal Data only for the purposes set forth in Agreement or this GDPR Addendum, and only in accordance with the documented instructions from Customer, as set forth in Schedule 1, as modified in writing from time to time by the parties, unless required to do otherwise by applicable law to which Service Provider is subject. In such a case, Service Provider shall inform Customer of that legal requirement before Processing, unless that law prohibits the provision of such information on important grounds of public interest.

(b) Service Provider shall ensure that its relevant employees, agents and contractors receive appropriate training regarding their responsibilities and obligations with respect to the processing, protection, and confidentiality of the Personal Data.

7.   Use of Subprocessors

Where Processing is to be carried out by Subprocessors on behalf of Service Provider and with respect to the Services, the following rules shall apply:

(a) Service Provider shall use only Subprocessors providing sufficient guarantees to implement appropriate technical and organizational measures so that the Processing meets the requirements of this GDPR Addendum.

(b) Service Provider shall impose on each Subprocessor the same data protection obligations and standards that are imposed on Service Provider in this GDPR Addendum through a written contract or other legal act, including the obligations regarding the legality of crossborder data transfers.

(c) The Subprocessors currently engaged by Service Provider are listed on https://sharpspring.com/legal/subprocessors.

(d) Service Provider may, on no less than thirty (30) days written notice to Customer, make changes to the Subprocessors list. Customer may object to the appointment of a new Subprocessor or the addition of roles or responsibilities for an existing Subprocessor in writing, within fourteen (14) days of such notice, on reasonable grounds relating to the protection of Personal Data under this GDPR Addendum. If, within thirty (30) days of Customer's written objection, the parties have not resolved the objection to their mutual satisfaction, either party may terminate the Agreement, and Customer

will be entitled to a pro-rata refund of prepaid fees for the Services not performed as of the date of termination, if any.

(e) If Service Provider is required to replace a Subprocessor on an emergency basis, due to reasons outside Service Provider's control, Service Provider shall notify Customer as soon as reasonably practicable, and Customer shall retain the right to object to that Subprocessor pursuant to the section immediately above.

8. Data Subjects' Requests

Service Provider shall assist Customer, by appropriate technical and organizational measures, as reasonably practicable, in the fulfilment of Customer's obligation to respond to requests by Data Subjects for exercising their rights under GDPR Articles 15 to 22 [Right of access, right to rectification, right to erasure, right to restriction of processing, right to data portability, right to object, and right not to be subject to decisions based solely on automated Processing, including profiling].

9. Oversight

(a) At Customer's request, Service Provider shall make available to Customer all information necessary to demonstrate compliance with the obligations set forth in this GDPR Addendum, and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer or government authorities as permitted in the GDPR.

(b) Service Provider shall immediately inform Customer if, in its opinion, an instruction infringes applicable law, the GDPR or other data protection provisions.

10. Safeguards for Crossborder Transfers

Service Provider represents and warrants that at all times during the term of this GDPR Addendum it will:

(a) Maintain appropriate safeguards with respect to the Personal Data and make available to data subjects the rights and legal remedies with respect to the Personal Data as required under Article 46(1) of the GDPR. In this respect, Service Provider agrees to maintain in effect a self-certification under EU-US Privacy Shield of the US Department of Commerce as set forth in https://www.privacyshield.gov with sufficient scope to address the processing of the Personal Data covered under this GDPR Addendum. The certification can be viewed at https://www.privacyshield.gov/participant?id=a2zt0000000PDLiAAO&status=Active

(b) Require its Subprocessors performing under this GDPR Addendum to do the same.

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11. Security and Confidentiality

(a) Service Provider shall maintain and update as needed, technical and organizational confidentiality and security measures designed to protect the Personal Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access to or use of Personal Data transmitted, stored or otherwise Processed ("Security Incident").

(b) Such measures shall (i) meet the requirements of GDPR Article 32 - 34 [Security and Breach Notification], and Schedule 2 of this GDPR Addendum, as modified and updated from time to time, and (ii) take 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, in particular of the risks that are presented by the Processing.

(c) At all times, Service Provider shall assist Customer in ensuring compliance with its obligations under GDPR Article 32 - 34 taking into account the nature of Processing and the information available to Service Provider.

(d) Service Provider shall ensure that all persons authorized to Process the Personal Data within the Framework have committed themselves (i) to confidentiality and security, or are under an appropriate statutory obligation of confidentiality and security, (ii) to Process the Personal Data in accordance with Customer's documented instruction, as set forth in Schedule 1, and (iii) to comply with the Agreement and this GDPR Addendum.

12. Personal Data Breach

Service Provider shall assist Customer in ensuring compliance with the obligations under GDPR Article 33 - 34 [Personal Data Breach] taking into account the nature of the Processing and the information available to Service Provider.

13. Obligation After the Termination of Personal Data Processing Services

After termination of the Services, the Service Provider shall, at the choice of Customer return all the Personal Data to Customer, or shall destroy all such Personal Data and copies, unless applicable law requires storage of the personal data.

14. Miscellaneous

Any claims brought under this GDPR Addendum shall be subject to the terms and conditions of the Agreement, including but not limited to the exclusions and limitations set forth in the Agreement, unless the provisions of this GDPR Addendum supersede in whole or in part such exclusions or limitations.

In Witness Whereof, the parties have caused this GDPR Addendum to be executed by their duly authorized representatives.

On behalf of Customer:

Name:　＿＿＿＿＿＿＿＿＿＿＿＿
Title:　＿＿＿＿＿＿＿＿＿＿＿＿
Address:　＿＿＿＿＿＿＿＿＿＿＿＿

Signature:　＿＿＿＿＿＿＿＿＿＿＿＿

Date:　＿＿＿＿＿＿＿＿＿＿＿＿

Email Address: ＿＿＿＿＿＿＿＿＿＿＿＿

On behalf of Service Provider:

Name: Brad Stanczak
Title: Chief Financial Officer
Address: SharpSpring
5001 Celebration Pointe Ave
Suite 410
Gainesville, Florida 32608

DocuSigned by:

Signature:　＿＿＿＿＿＿＿＿＿＿＿＿
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Date:　5/14/2019 ＿＿＿＿＿＿＿＿＿＿＿＿

Schedule 1

This Schedule forms part of this GDPR Addendum and must be completed and signed by the parties:

Service Agreement
Date: _____
Reference number: _____

Nature and purpose of the Processing
The Personal Data will be subject to the following basic Processing activities:

Lead tracking and user profiling to the extent permitted by Applicable Law.

Term of the GDPR Addendum
Effective date: upon execution of this Addendum by both parties.
End date: same as Service Agreement.

Categories of Personal Data to be Processed
The Processing concerns the following categories of Personal data:

First and last name, email address, browsing information, information collected through cookies (to the extent permitted by applicable law), information publicly available on the Internet or posted on social media, information received from third parties (as applicable)

Special categories of Personal Data (if appropriate)
The Processing concerns the following special categories of Personal data:

None.

Categories of Data Subjects
The Personal Data transferred concern the following categories of Data Subjects:

Visitors of Customer's website.

Country of Processing
United States

Customer's instructions with respect to the Processing
All activities necessary to provide information about potential leads to the extent permitted by Applicable Law.
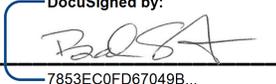
List of Subprocessors Used by Service Provider
https://sharpspring.com/legal/subprocessors

On behalf of Customer:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Email Address: _____

On behalf of Service Provider:

Name: Brad Stanczak

Title: Chief Financial Officer

Address: SharpSpring
5001 Celebration Point Ave
Suite 401
Gainesville, Florida 32608

Signature: _____
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Date: 5/14/2019 _____

Schedule 2

This Schedule forms part of this GDPR Addendum and must be completed and signed by the parties

Description of the Technical and Organizational Security Measures implemented by Service Provider:

Data at Rest is protected by both disk encryption and application encryption. The database platform stores the data encrypted via SHA256 on top of which the physical disk arrays, which host the data, use a cipher of AES256 to store the data encrypted at rest.

Organizational policies which classify and emphasize the need to protect customer data have been implemented according to conventional auditing standards. Security Policies such as Least Privilege, Segregation of Duties and Information Classification policies have been implemented which limit the access and availability of customer data to essential personnel only. A robust data retention and restore framework has been implemented and undergoes regularly scheduled internal review, auditing and testing to verify customer data integrity and security.

On behalf of Customer:

Name: _____
Title: _____
Address: _____

Signature: _____

Date: _____

Email Address: _____

On behalf of Service Provider:

Name: Brad Stanczak
Title: Chief Financial Officer
Address: SharpSpring
5001 Celebration Pointe Ave
Suite 410
Gainesville, Florida 32608

Signature: _____
DocuSigned by:
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Date: 5/14/2019 _____