

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“Addendum”), is incorporated by reference into the services agreement identified in Schedule 1 (“Services Agreement”) between the entity identified in the SA as the customer and that executes this Addendum (“Customer”) and **SHARPSRING, Inc.** (“Service Provider”), with its principal place of business at **5001 Celebration Pointe Ave Suite 410 Gainesville 32608 Florida, US** (“Agreement”).

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

This Addendum supplements the Agreement only with respect to Service Provider’s Processing of Personal Data (defined below) in relation to Customer’s use of Service Provider’s Services (defined below) under the Agreement. Customer and Service Provider (each a “party”; together “the parties”) agree to the terms of this Addendum in order to satisfy the requirements of 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 Addendum

This Addendum has been pre-signed on behalf of Service Provider. To make this 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 Addendum as specified above, this Addendum will become a legally binding addendum to the Agreement.

2. Definitions

For the purposes of this Addendum:

- (a) **“Applicable Data Protection Law”** means the any national, federal, state, regional, or international law applicable to Customer’s use of the Services and relating to the protection of individuals with regard to privacy or Processing of Personal Data, including (without limitation) the California Consumer Privacy Act of 2018, the European Union General Data Protection Regulation (Regulation (EU) 2016/67), the UK GDPR as supplemented by terms in the Data Protection Act 2018, and the General Law for the Protection of Personal Data, as modified or replaced from time to time.
- (b) **“Data Controller”** means any entity that alone or jointly with others determines the purposes and means of Processing.

- (c) **“Data Processor”** means the entity which Processes Personal Data on behalf of the Data Controller.
- (d) **“Data Subject”** means a natural person who is identified or identifiable from information.
- (e) **“EU/EEA”** means the European Union and/or the European Economic Area.
- (f) **“Framework”** means the Personal Data, categories of Data Subjects, activities, and security measures described in Schedule 1 and 2.
- (g) **“Personal Data”** means any information relating to an identified or identifiable natural person that is Processed under in connection with the Agreement.
- (h) **“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.
- (i) **“Process(ing)”** 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.
- (j) **“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 Addendum applies are specified in Schedule 1.
- (k) **“Subprocessor”** means any processor engaged by a Data Processor (or by any other subprocessor) who agrees to receive from a Data Processor (or from any other subprocessor of Service Provider) Personal Data exclusively intended for the Processing activities to be carried out on behalf of the Data Controller in accordance with Data Controller’s instructions, under the terms of this Addendum and the terms of the written subcontract.
- (l) **“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 Addendum

This Addendum applies only to the extent that Service Provider Processes Personal Data of Data Subjects subject to Applicable Data Protection Law 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 Addendum.
- (c) If there is a conflict between any provision or component of the Agreement and a provision or component of this Addendum as applied to the Framework, the terms of this Addendum will prevail over the similar terms in the Agreement.

5. Details of the Processing

- (a) Customer as a Data Controller or acting on behalf of 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 Addendum. If there are other Data Controllers, Customer will identify and inform Service Provider of any such other Data Controllers upon request from the Service Provider. If Customer is acting on behalf of other Data Controllers, then Customer shall act as Service Provider's main point of contact for all other Data Controllers.
- (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 Addendum.

6. Service Provider's Responsibilities

- (a) Service Provider shall Process the Personal Data only for the purposes set forth in Agreement or this 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 Addendum.

- (b) Service Provider shall impose on each Subprocessor the same or substantially similar data protection obligations and standards that are imposed on Service Provider in this 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 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 Applicable Data Protection Laws.

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 Addendum, and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer or government authorities as permitted under Applicable Data Protection Law in accordance with the following procedures:
 1. Upon Customer's written request, Service Provider will provide Customer or its mandated auditor with the most recent certifications and summary of audit report(s) applicable to the Services, which shall be considered Service Provider's Confidential Information (as defined in the Agreement).
 2. Service Provider will reasonably cooperate with Customer by providing available additional information concerning applicable security controls.
 3. If further information is legally required by Customer to comply with its own or other

Data Controllers' legal obligations or a competent government authority's request, Customer will inform Service Provider in writing to enable Service Provider to provide such information or to grant access to it.

- (b) Service Provider shall immediately inform Customer if, in its opinion, an instruction infringes applicable law, Applicable Data Protection Law, or other data protection provisions.

10. Safeguards for Crossborder Transfers

If Customer is located in the United Kingdom or the European Economic Area and intends to transfer Personal Data to Service Provider, Customer shall execute the appropriate Standard Contractual Clauses available on SharpSpring.com and return the executed document to Service Provider. In the event that the Standard Contractual Clauses are replaced by another set of standard data protection clauses which have been adopted by the European Commission pursuant to Article 46(2)(c) GDPR, the parties will use reasonable efforts to enter into such replacement clauses as soon as reasonably practicable so as to ensure that all transfers of Personal Data under this Agreement remain compliant with Applicable Data Protection Laws. Service Provider agrees that at all times during the term of this 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 Applicable Data Protection Law.
- (b) Require its Subprocessors performing under this Addendum to do the same.
- (c) Implement appropriate transfer mechanisms where required by Applicable Data Protection Laws, including by using the Standard Contractual Clauses.

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 a Personal Data Breach.
- (b) Such measures shall (i) meet the requirements of Schedule 2 of this 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) Upon Customer's reasonable request, Service Provider shall assist Customer in its compliance with its obligations under Applicable Data Protection Law 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 Addendum.

Schedule 1

This Schedule forms part of this 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 Data Protection Law.

Term of the Addendum

Effective date: upon execution of this Addendum by both parties and Service Provider's receipt of the fully executed Addendum. 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>

Signature Certificate

Document Ref.: UUUGD-QNN6U-2RQKS-ZDDEO

Document signed by:

	<p>Aaron Jackson Verified E-mail: aaron.jackson@sharpspring.com</p> <p>IP: 209.251.145.20 Date: 17 May 2021 16:22:09 UTC</p>	 
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Signed with PandaDoc.com

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