

Rigor, Inc.

GDPR Data Processing Addendum

This GDPR Data Processing Addendum, including the Standard Contractual Clauses referenced herein (“DPA”), supplements any existing and currently valid Rigor license agreement (the “Agreement”) either previously or concurrently made between you (together with subsidiary(ies) and affiliated entities, collectively, “Customer”) and Rigor, Inc. (together with subsidiary(ies) and affiliated entities, collectively “Processor”) and sets forth other terms that apply to the extent any information you provide to Processor pursuant to the Agreement includes personal data of individuals located in the European Economic Area, Switzerland and the United Kingdom. Defined terms used herein but not otherwise defined shall have the meanings set forth in the Agreement(s).

1. Defined Terms. Terms used but not defined in this DPA, such as “personal data breach”, “processing”, “controller”, “processor” and “data subject”, will have the same meaning as set forth in Article 4 of the GDPR. In addition, the following definitions are used in the Addendum:
 - a. “EU Data Protection Laws” means all laws and regulations of the European Union, the European Economic Area, their member states, Switzerland and the United Kingdom, applicable to the processing of Personal Data under the Agreement, including (where applicable) the GDPR.
 - b. “GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).
 - c. “Personal Data” means any information relating to an identified or identifiable natural person located in the European Economic Area, Switzerland and United Kingdom. An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing 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.
 - d. “Standard Contractual Clauses” means the model clauses for the transfer of personal data to processors established in third countries approved by the European Commission, the approved version of which is set out in the European Commission's Decision 2010/87/EU of 5 February 2010 and at <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> and which are incorporated herein by this reference.
2. Effective Date. This DPA is effective on the later of (a) the start of enforcement of the GDPR or (b) the date Processor begins to process Personal Data on behalf of Customer.
3. Data Processing Description. Exhibit A to this DPA describes the data exporter, data importer, data subjects, data categories, special data categories (if appropriate), the processing operations and the technical and organizational measures implemented by Processor to protect the Personal Data. For the purposes of the Standard Contractual Clauses, (a) Customer is the data exporter, and Customer’s execution of this DPA shall be treated as Customer’s execution of the Standard Contractual Clauses and appendices in this DPA; and (b) Processor is the data importer, and Processor’s execution of this DPA shall be treated as Processor’s execution of the Standard Contractual Clauses and appendices in this DPA.

4. GDPR Contractual Terms. Pursuant to Articles 28, 32 and 33 of the GDPR:
- a. Customer grants a general authorization: (i) to Processor to appoint its affiliates as sub-processors, and a specific authorization (ii) to Processor and its affiliates to appoint as sub-processors the companies and in respect of the sub-processing activities set out in Exhibit B attached hereto, as such list may be updated from time to time. We will notify you of changes via email or through an in-app notification. Customer may review Processor's list of sub-processors at any time at <http://rigor.com/trust>. [Article 28(2)]
 - b. Processor shall:
 - i. process the Personal Data only on documented instructions from Customer unless required to do so by European Union or Member State law to which Processor is subject; in such a case, Processor shall inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
 - ii. ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - iii. take all applicable and appropriate measures required of processors pursuant to Article 32 of the GDPR.
 - iv. taking into account the nature of the processing, assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights set forth in Chapter III of the GDPR.
 - v. assist Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of processing and the information available to Processor.
 - vi. at the direction of Customer, delete or return all the Personal Data to Customer after the end of the provision of services relating to processing, and delete existing copies unless European Union or Member State or United States law requires storage of the Personal Data; provided, however, that Processor may retain Personal Data for the length of any applicable statutes of limitations for the purposes of bringing or defending claims.
 - vii. make available to Customer all information necessary to demonstrate compliance with the obligations set forth in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by Customer and immediately inform Customer if, in its opinion, an instruction infringes the GDPR or other European Union or Member State data protection provisions. [Article 28(3)]
 - c. Where Processor engages another processor for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set out in this DPA shall be imposed on that other processor by way of a contract or other legal act under European Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. [Article 28(4)]
 - d. 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, Customer and Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. [Article 32(1)]
 - e. In assessing the appropriate level of security, account shall be taken 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. [Article 32(2)]

- f. Customer and Processor shall take steps to ensure that any natural person acting under the authority of Customer or Processor who has access to Personal Data does not process them except on instructions from Customer, unless he or she is required to do so by European Union or Member State law (or, in the case of Processor, United States law). [Article 32(4)]
 - g. Processor shall notify Customer without undue delay after becoming aware of a Personal Data breach. [Article 33(2)] Such notice will, at a minimum, (A) describe the nature of the Personal Data breach including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned; (B) communicate the name and contact details of the data protection officer or other contact where more information can be obtained; (C) describe the likely consequences of the personal data breach; and (D) describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects. [Article 33(3)]
5. International Transfers. [Article 46]
- a. Customer acknowledges and agrees that Processor is located in the United States and that Customer's provision of Personal Data to Processor for processing is a transfer of Personal Data to the United States.
 - b. All transfers of Customer Personal Data out of the European Economic Area, Switzerland and the United Kingdom to countries that do not ensure an adequate level of data protection within the meaning of applicable data protection laws shall be governed by the Standard Contractual Clauses. The terms of the Standard Contractual Clauses, together with Appendices 1 and 2 set out in Exhibit A to this Addendum, are incorporated in this DPA by this reference solely as required with respect to Personal Data. Execution of this DPA by both parties includes execution of the Standard Contractual Clauses with respect to the processing of Personal Data.
6. Processing by Controller. Customer represents and warrants that the Personal Data provided to Processor for processing under the Agreement and this DPA is collected and/or validly obtained by Customer in compliance with all applicable laws and regulations, including without limitation the EU Data Protection Laws, including without limitation Chapter II of the GDPR.
7. Limitation of Liability. Each party's liability arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the limitations of liability contained in the Agreement. For the avoidance of doubt, each reference herein to the "DPA" means this DPA including its exhibits and appendices.
8. Modification. To the extent that it is determined by any data protection authority that the Agreement or this DPA is insufficient to comply with the applicable EU Data Protection Laws, or to the extent required otherwise by any changes in the applicable data protection laws, Customer and Processor agree to cooperate in good faith to amend the Agreement or this DPA or enter into further mutually agreeable data processing agreements in an effort to comply with any EU Data Protection Laws applicable to the Processor and Customer.
9. General. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail solely to the extent that the subject matter concerns the processing of Personal Data. This DPA does not confer any

third-party beneficiary rights, is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. This DPA only applies to the extent Processor processes Personal Data on behalf of Customer. Except as required under the GDPR, this DPA and any action related thereto shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the courts of Atlanta, Georgia. This DPA together with the Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter.

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EXHIBIT A: Appendices to Standard Contractual Clauses

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data exporter is Customer, a user of services provided by Processor, the entity that has executed an Agreement and assented to the Standard Contractual Clauses as a data exporter.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Rigor, Inc., a global producer of software and services and processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement and the DPA.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to Rigor, Inc., the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects: the data exporter's representatives and end-users including employees, contractors, business partners, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer Personal Data to users of the Services.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may submit Personal Data to Rigor, Inc., the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of personal data: (a) First and last name; (b) Title; (c) Position; (d) Employer; (e) Contact information (company, email, phone, physical business address); (f) ID data; (g) Professional life data; (h) Personal life data; (i) Connection data; (j) Localisation data; and (k) other data in an electronic form used by Company in the context of the Services.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

None

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of the processing of personal data by data importer is the performance of the contractual services related to the Agreement with the data exporter. The processes may include collection, storage, retrieval, consultation, use, erasure or destruction, disclosure by transmission, dissemination or otherwise making available data exporter's data as necessary to provide the Services in accordance with the data exporter's instructions, including related internal purposes (such as quality control, troubleshooting, product development, etc.).

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Standard Contractual Clauses

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Processor will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data transferred to Processor as described in the Agreement and in Processor's privacy policy which is available at <https://rigor.com/privacy-policy> and Processor's security policy located at <https://rigor.com/trust>.

**Data Processing Addendum
Exhibit B: Processor Sub-Processors**

Sub-processor name	Permitted sub-processing activities
Amazon Web Services	Cloud hosting for gathering/processing data
Rackspace	Cloud hosting for gathering/processing data
Enter Cloud Suite	Cloud hosting for gathering/processing data
Telefonica	Cloud hosting for gathering/processing data
Salesforce.com	Internal CRM (Customer contact information; Customer usage information; Sales and Financial data for internal reporting and tracking)
Pardot	Marketing Platform - marketing campaign management
Gravity Forms on WordPress	Form handling
WPEngine	Website (rigor.com) hosting
Full Story	In-app user experience tracking and visibility so we can identify issues users may be experiencing during their sessions. Used by Marketing to identify engagement with website and improve UX
Chargify	Payment (credit card) processing
Twilio	Sending SMS and phone call notifications for user-configured alerts
SendGrid	Sending email notifications for user-configured alerts and reports
Intercom	Customer Support Platform, also used for interacting with prospects
Redis Labs	Rate limiting of API requests based on IP
Rollbar	Infrastructure error monitoring (e.g. if an end user triggers or encounters an error like 503, we get a notification)
Google "Office" Suite and Drive	Where we store all working documents, presentations, spreadsheets to run our business
Google Analytics	Analytical aggregation of data
SalesLoft	Used by Sales & Sales Development Team for Prospecting (email, linkedin, phone)
Calendly	Used across the company to book internal and external meetings
Terminus	Account-based marketing platform. Able to identify visitors based on IP address (e.g. company), but not connect to a person
Scout App	Tracks database transactions & timings in the monitoring app. Timings include info about the user that initiated the request.

MailboxLayer	Email validation for Rigor Prospector tool used by SDRs and ISRs
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