

CaseFox's Data Processing Agreement

Controller to Processor

The Client agreeing to this CaseFox Data Processing Agreement (the DPA or "Agreement") and the concerned CaseFox entity ("CaseFox") have executed the online version of the CaseFox Terms Of Use (the "Service Agreement"), of which this Agreement forms a part. CaseFox and the Client may be individually referred to as a "Party" and collectively referred to as the "Parties".

It is the intention of the Parties that this Agreement forms part of the Service Agreement subject to the limitations of Section 2 ("Applicability"), as set out below, and is hereby integrated into the Service Agreement by reference.

The Parties agree that in the event of any conflict between the Service Agreement and this Agreement, the provisions of this Agreement shall control.

HOW THIS DPA APPLIES

If the Client entity signing this DPA has executed a Service Agreement with CaseFox or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Service Agreement and applicable renewal Service Agreements, and the CaseFox entity that is party to such Service Agreement is party to this DPA.

NOW, THEREFORE, in consideration of the mutual agreements set forth in this document and for other good and valuable consideration, the receipt and sufficiency of which the Parties both acknowledge, the Parties agree as follows:

1. Definitions

- 1.1. The definitions used in this Agreement shall have the meanings set forth in this Agreement. Capitalized definitions not otherwise defined herein shall have the meaning given to them in the Service Agreement. Except as modified or supplemented below, the definitions of the Service Agreement, as well as all the other terms and conditions of the Service Agreement, shall remain in full force and effect.
- 1.2. For the purpose of interpreting this Agreement, the following terms shall have the meanings set out below:
 - 1.2.1. "Applicable Laws" means (i) European Union or Member State laws with respect to any Client Personal Data in respect of which the Client is subject to EU Data Protection Laws; and (ii) any other applicable law with

respect to any Client Personal Data in respect of which the Client is subject to any other Data Protection Laws;

- 1.2.2. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2.3. "Authorized Affiliate" means any of Client's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Client and CaseFox, but has not signed its own Order Form with CaseFox and is not a "Client" as defined under the Agreement.
- 1.2.4. "Client", or "Customer" means the Client, as defined in the Service Agreement, including all affiliates of that entity, if any;
- 1.2.5. "Client Personal Data", or "Customer Personal Data", or "Customer Data" means any Personal Data Processed by CaseFox or a Subprocessor on behalf of the Client pursuant to or in connection with the Service Agreement;
- 1.2.6. "Contracted Processor" means CaseFox, a Subprocessor, or both collectively;
- 1.2.7. "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;
- 1.2.8. "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR;
- 1.2.9. "GDPR" means EU General Data Protection Regulation 2016/679;
- 1.2.10. "Services" means the services and other activities to be supplied to or carried out by or on behalf of CaseFox for the Client pursuant to the Service Agreement; and
- 1.2.11. "Subprocessor" means any person (including any third party, but excluding an employee of CaseFox or an employee of any of its sub-

contractors) appointed by or on behalf of CaseFox to Process Personal Data on behalf of the Client in connection with the Service Agreement.

- 1.2.12. The terms, "Controller", "Data Subject", "Rights of the Data Subject(s)", "Member State", "Personal Data", "Personal Data Breach", all forms of the verb "Process", "Processor", "Supervisory Authority", and "Third Country", whether capitalized or not, shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

2. Applicability

- 2.1. This Agreement will not apply to the processing of Client Personal Data, where such processing is not regulated by EU Data Protection Laws. The Parties to this Agreement hereby agree that the terms and conditions set out herein shall be added as an addendum to the Service Agreement. Except where the context requires otherwise, references in this Agreement to the Service Agreement are to the Service Agreement as amended or supplemented by, and including, this Agreement.
- 2.2. This Agreement shall enter into force and effect on the Effective Date (as defined in the Service Agreement) or on 25th May 2018, whichever is later.

3. Processing of Personal Data

- 3.1. **Roles of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, CaseFox is the Processor and that CaseFox or its Affiliates will engage Sub-processors pursuant to the requirements set forth in Section 6 "Subprocessing" below.
- 3.2. **Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 3.3. **CaseFox's Processing of Personal Data.** CaseFox shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes:
 - (i) Processing in accordance with the Agreement and applicable Order Form(s);

(ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via a support request, or email) where such instructions are consistent with the terms of the Agreement. CaseFox warrants that it will:

- 3.3.1. comply with all applicable Data Protection Laws in the Processing of Client Personal Data;
 - 3.3.2. not Process Client Personal Data other than on the Client's relevant documented instructions, including with regard to transfers of personal data to a third country or an international organization, unless such Processing is required by Applicable Laws to which the relevant Contracted Processor is subject, in which case CaseFox shall to the extent permitted by Applicable Laws inform the Client of that legal requirement before the respective act of Processing of that Personal Data; and
 - 3.3.3. only transfer Client Personal Data outside the European Economic Area (EEA), where such transfers are regulated by EU Data Protection Laws, in compliance with EU Data Protection Laws.
 - 3.3.4. The Client shall provide to CaseFox and also promptly update, when necessary, the information indicated below,
 - 3.3.5. identity and contact information of the Data Protection Officer of the Client, if applicable;
 - 3.3.6. identity and contact information of the EU representative of the Client, if applicable;
 - 3.3.7. description of the categories of Processing carried out by Client in the CaseFox Service;
 - 3.3.8. types of Client Personal Data to be Processed;
 - 3.3.9. and categories of Data Subjects to whom the Client Personal Data relates.
- 3.4. **Details of the Processing.** The subject-matter of Processing of Personal Data by CaseFox is the performance of the Services pursuant to the Service Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Details of the Processing) to this DPA.

4. Data Subject Requests.

- 4.1. CaseFox shall, to the extent legally permitted, promptly notify Customer if CaseFox receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, CaseFox shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, CaseFox shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent CaseFox is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from CaseFox's provision of such assistance.

5. CaseFox Personnel

5.1. Confidentiality.

- 5.1.1. CaseFox shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. CaseFox shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

5.2. Reliability.

- 5.2.1. CaseFox shall take commercially reasonable steps to ensure the reliability of any CaseFox personnel engaged in the Processing of Personal Data.

5.3. Limitation of Access.

- 5.3.1. CaseFox shall ensure that CaseFox's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5.4. Data Protection Officer.

- 5.4.1. CaseFox and its affiliates have appointed a data protection officer. The appointed person may be reached at rajeev@CaseFox.com.

6. Subprocessing

- 6.1. **Appointment of Sub-processors.** Customer acknowledges and agrees that (a) CaseFox's Affiliates may be retained as Subprocessors; and (b) CaseFox and CaseFox's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. CaseFox or a CaseFox Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.
- 6.2. **List of Current Sub-processors and Notification of New Sub-processors.** CaseFox shall make available to Customer the current list of Sub-processors. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location. The list of current CaseFox Subprocessors is set out in Exhibit B to this Agreement, and also available upon request to rajeev@CaseFox.com. CaseFox shall update this list at least 7 days prior to the date on which the Sub-processor shall commence processing of Personal Data. Client may sign up to receive email notifications of any such changes.
- 6.3. **Objection Right for New Sub-processors.** In the event the Client wants to object to the processing of its Personal Data by any newly appointed Sub-Processor as described in section 6.1, it shall inform CaseFox within 7 days of receipt of a notice, by the means described in section 6.2, if the Client does not explicitly notify CaseFox in writing of any objections (on reasonable grounds) to the proposed appointment, it shall be deemed that the Client has consented to the proposed appointment. In the event that Client objects to processing of its Personal Data by a newly appointed Sub-Processor as described in section 6.1, CaseFox will either (a) instruct the Sub-Processor to cease any further processing of Client's personal data, in which event this Agreement shall continue unaffected, or (b) allow CaseFox to terminate this Agreement (and any related services agreement with CaseFox) immediately and provide it with a pro rata reimbursement of any sums paid in advance for services to be provided but not yet received by client as of the effective date of termination.
- 6.4. With respect to each Subprocessor, CaseFox shall:
- 6.4.1. before the Subprocessor first Processes Client Personal Data (or, where relevant, in accordance with Section 6.2), carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level

of protection for Client Personal Data required by the present Agreement, the Service Agreement, and EU Data Protection Laws; and

- 6.4.2. ensure that the arrangement between: on the one hand, (i) CaseFox, or (ii) the relevant intermediate Subprocessor; and on the other hand, the respective envisaged Subprocessor, is governed by a written contract including terms which offer at least the same level of protection for Client Personal Data as those set out in this Agreement, and that such terms meet the requirements of Article 28(3) of the GDPR.

7. Security

- 7.1. **Controls for the Protection of Customer Data.** CaseFox shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Security statement and the Privacy Policy. CaseFox regularly monitors compliance with these measures. CaseFox will not materially decrease the overall security of the Services during a subscription term.

8. Customer Data Incident Management And Notification

- 8.1. CaseFox maintains security incident management policies and procedures and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by CaseFox or its Sub-processors of which CaseFox becomes aware (a "Customer Data Incident"). CaseFox shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as CaseFox deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within CaseFox's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

9. Authorized Affiliates

- 9.1. **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between CaseFox and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.
- 9.2. **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with CaseFox under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3. **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with CaseFox, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1. Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against CaseFox directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).
- 9.3.2. The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an onsite audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on CaseFox and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10. Limitation of Liability

- 10.1. Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and CaseFox, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, CaseFox's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA. Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Exhibits and Appendices.

11. Data transfers.

- 11.1. **Data Storage and Processing.** CaseFox uses data storage and processing facilities within the EEA will store and process all customer data within EEA. Where required, CaseFox may, subject to Section 11.2 (Transfers of Data Out of the EEA), store and process the relevant Customer Data anywhere CaseFox or its Subprocessors maintains facilities.
- 11.2. **Transfers of Data Out of the EEA.**
- 11.2.1. **CaseFox's Transfer Obligations.** If the storage and/or processing of Customer Personal Data (as set out in Section 11.1 (Data Storage and Processing)) involves transfers of Customer Personal Data to a Subprocessor out of the EEA, and the European Data Protection Legislation applies to the transfers of such data ("Transferred Personal Data"), CaseFox will:
- 11.2.1.1. Make Sure that the Subprocessor holds relevant data processing and security certifications like the EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications, which allow the customer data to be lawfully transferred and processed subject to the terms of this DPA.
 - 11.2.1.2. Make sure that CaseFox enters into a Data processing agreement with Subprocessor prior to any such transfer has taken place, and

that the transfers are made in accordance with such Contract Clauses.

12. Data Protection Impact Assessment and Prior Consultation

- 12.1. CaseFox shall provide reasonable assistance to the Client with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, when the Client reasonably considers that such data protection impact assessments or prior consultations are required pursuant to Article 35 or 36 of the GDPR or pursuant to the equivalent provisions of any other Data Protection Law, but in each such case solely with regard to Processing of Client Personal Data by, and taking into account the nature of the Processing and information available to, the respective Contracted Processors.

13. Deletion or Return of Client Personal Data

- 13.1. CaseFox gives full control to the Client to delete Client Personal Data within the term of this Agreement and the Service Agreement, unless Applicable Laws require retention of any such Client Personal Data.

14. Audit Rights

- 14.1. Where the Client is entitled to and desires to review CaseFox's compliance with the EU Data Protection Laws, the Client may request, and CaseFox will provide (subject to obligations of confidentiality) all information necessary, including CaseFox's data protection & privacy policies, and any other relevant certifications and audit reports to demonstrate compliance with this Agreement. If the Client, after having reviewed such audit report(s), still reasonably deems that it requires additional information, CaseFox shall further reasonably assist and make available to the Client, upon a written request and subject to obligations of confidentiality, all other information and/or documentation necessary to demonstrate compliance with this Agreement, and the obligations pursuant to Articles 32 to 36 of the GDPR in particular, and shall allow for and contribute to audits, including remote inspections of the Services, by the Client or an auditor mandated by the Client with regard to the Processing of the Client Personal Data by the Contracted Processors.

15. General Terms

- 15.1. All clauses of the Service Agreement, that are not explicitly amended or supplemented by the clauses of this Agreement, and as long as this does not contradict with compulsory requirements of Applicable Laws under this Agreement, remain in full force and effect and shall apply, including, but not limited to: Governing Law and Dispute Resolution, Jurisdiction, Limitation of Liability (to the maximum extent permitted by Applicable Laws).
- 15.2. Should any provision of this Agreement be found invalid or unenforceable pursuant to any applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement will continue in effect.
- 15.3. If CaseFox makes a determination that it can no longer meet its obligations in accordance with this Agreement, it shall promptly notify the Client of that determination, and cease the Processing or take other reasonable and appropriate steps to remediate.

THE PARTIES' AUTHORIZED SIGNATORIES HAVE DULY EXECUTED THIS AGREEMENT:

CLIENT

Signature: _____
Print Name: _____
Title: _____
Date: _____

CASEFOX, INC.


Signature:  _____
Print Name: Rajeev Kumar
Title: Director
Date: May 21st, 2018

Exhibit A

1. Pursuant to Article 28(3) of the GDPR, further details of the Processing, in addition to the ones laid down in the Service Agreement and this DPA, include:
 - 1.1. The subject matter of the Processing of Client Personal Data is:
 - 1.1.1. The subject matter of the Processing of Client Personal Data pertains to the provision of Services, as requested by the Client
 - 1.2. The duration of the Processing of Client Personal Data is:
 - 1.2.1. The duration of the Processing of Client Personal Data is generally determined by the Client and is subject to the term of this DPA and the Service Agreement, respectively, in the context of the contractual relationship between CaseFox and the Client.
 - 1.3. The obligations and rights of the Client are:
 - 1.3.1. The rights and obligations of the Client are set out in the Service Agreement and this DPA.

Exhibit B

Pursuant to Art. 6.2 of the Agreement, below is a list of CaseFox's current Subprocessors as of the Effective Date:

Subprocessor Name	Location of Processing
Google LLC	United States of America
FreshDesk, Inc.	United States of America
Mixpanel, Inc.	United States of America
Amazon Web Services, Inc.	United States of America
Microsoft Corporation	United States of America
LawPay	United States of America
PayPal, Inc	United States of America
Stripe, Inc.	United States of America
Twilio Inc.	United States of America
Plivo, Inc.	United States of America
Intuit Inc.	United States of America