



**Gobot Data Processing Agreement
between Gobot LLC and _____**

This Data Processing Agreement (DPA) and its applicable DPA Exhibits apply to any Processing of Personal Data (Client Personal Data) by Gobot LLC (Gobot) on behalf of You (Client) in order to provide chat related services and other services (Services) detailed in the [Terms & Conditions of Use Agreement](#) (Agreement) accessible on Gobot's [website](#) as well as in the Appendix to Exhibit 1 of this DPA. You hereby confirm that you agree to Gobot's [Agreement](#) and [Privacy Policy](#).

The parties agree and acknowledge that this DPA will only apply to the extent that the Applicable Data Protection Laws applies to the processing of Client Personal Data, including if: (1) the processing is carried out in the context of the activities of an establishment of Client in the territory of the EEA; and/or (2) the Client Personal Data is personal data relating to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA. Each party agrees to comply with the following DPA provisions with respect to any such Personal Data Processed during the provision of the Services. The parties acknowledge and agree that with regards to such Processing of Personal Data, Client is the Controller and Gobot is the Processor. In this context, Applicable Data Protection Laws means all laws and regulations of the European Union (EU), the European Economic Area (EEA) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

This DPA forms part of the Agreement. If an entity signing this DPA is not a party to the Agreement, this DPA is not legally binding. Such entity should request that the related entity that signed the Agreement execute this DPA. Capitalized terms used and not defined herein or in the Agreement have the meanings given them in the General Data Protection Regulation 2016/679 (GDPR). In the event of conflict, the DPA Exhibit prevails over the DPA which prevails over the Agreement except where explicitly set out in the Agreement identifying the relevant Section of the DPA over which it prevails.

Gobot and Client agree to comply with the provisions and obligations imposed on them by the Applicable Data Protection Laws, including GDPR, to the extent applicable to them as detailed above, and in such case shall procure that their employees, agents, and contractors observe the provisions of such laws.

This DPA consists of two parts: the main body of the DPA, Exhibit 1 (including an Appendix), and Exhibit 2. Exhibit 1 includes the Standard Contractual Clauses with its own Appendix. The Appendix to the Standard Contractual Clauses in Exhibit 1 includes specifics as to the personal data transferred by the data exporter to the data importer as well as a description of the technical and organizational security measures implemented by the data importer. Exhibit 2 includes a list of subcontractors.

1. Processing and Undertakings

1.1 Client (a) is the sole Controller of Client Personal Data or (b) has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Client Personal Data by Gobot as set out in this DPA. Client appoints Gobot as Processor to Process Client Personal Data. If there are other Controllers, Client will identify and inform Gobot of any such other Controllers prior to providing their Personal Data.

1.2 Gobot may only process the Client's Personal Data for the purpose of providing the Service. A list of categories of Data Subjects, types of Client Personal Data, Special Categories of Personal Data, if any, and the processing activities is set out in the DPA Exhibit. The duration of the Processing corresponds to the duration of the Service, unless otherwise stated in the respective DPA Exhibit. The nature, purpose and subject matter of the Processing is the provision of the Service as described in the DPA Exhibit and Agreement.

1.3 Gobot will Process Client Personal Data according to Client's written instructions, e.g., by email. The scope of Client's instructions for the Processing of Client Personal Data is defined by the Agreement, this DPA including the applicable DPA Exhibit, and, if applicable, Client's and its authorized users' use and configuration of the features of the Service. Client may provide further documented reasonable instructions where such instructions are consistent with the terms of the Agreement and/or are legally required (Additional Instructions). If Gobot believes an Additional Instruction violates the GDPR or other applicable data protection regulations, Gobot will inform Client without undue delay and may suspend the performance until Client has modified or confirmed the lawfulness of the Additional Instruction in writing. If Gobot notifies Client that an Additional Instruction is not feasible or Client notifies Gobot that it does not accept the quote for the Additional Instruction, Client may terminate the affected Service by providing Gobot with a written notice within one month after notification. Gobot will refund a prorated portion of any prepaid charges for the period after such termination date.

1.4 Client shall serve as a single point of contact for Gobot. As other Controllers may have certain direct rights against Gobot, Client undertakes to exercise all such rights on their behalf and to obtain all necessary permissions from the other Controllers. Gobot shall be discharged of its obligation to inform or notify another Controller when Gobot has provided such information or notice to Client. Similarly, Gobot will serve as a single point of contact for Client with respect to its obligations as a Processor under this DPA. Gobot acknowledges that, as between Client

and Gobot, all rights, title, and interest in the Personal Data processed as a result of this Agreement is vested solely in the Client, irrespective of whether Gobot is considered to be a controller of Personal Data.

1.5 Gobot will comply with all EEA data protection laws and regulations (Data Protection Laws) in respect of the Services applicable to Processors provided they are applicable to Gobot in the context of Gobot's dealings with Client. Gobot is not responsible for determining the requirements of laws applicable to Client's business or that Gobot's provision of the Services meet the requirements of such laws. As between the parties, Client is responsible for the lawfulness of the Processing of the Client Personal Data and warrants that Client is in compliance with all such. Client will not use the Services in conjunction with Personal Data to the extent that doing so would violate applicable Data Protection Laws. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquired the Personal Data.

1.6 Special undertaking by Client

Client undertakes to:

- (a) Ensure that there is a legal ground for processing the Personal Data covered by the Agreement including this DPA;
- (b) Ensure that the data subjects, as required by the EU Personal Data Legislation, have received sufficient information regarding the processing, including that Gobot may process the Personal Data on behalf of the Client;
- (c) Immediately after it is brought to the Client's attention, inform the Gobot of any erroneous, rectified, updated or deleted Personal Data subject to Gobot's processing;
- (d) In a timely manner, provide Gobot with lawful and documented instructions regarding Gobot's processing of Personal Data;
- (e) Before this Agreement enters into force, ensure that the Client's applicable policies and guidelines for processing of Personal Data are updated and in place to ensure compliance with law; and
- (f) Act as the data subject's point of contact.

1.7 Special undertaking by Gobot

Gobot undertakes to:

- (a) Only process the Personal Data in accordance with the Agreement and Client's documented instructions, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by regulatory requirements; in such case Gobot shall inform Client of that legal requirement before processing the Personal Data, unless such information is prohibited by regulatory requirements on important grounds of public interest;
- (b) Ensure that such employees (of Gobot or its subcontractors) which process Personal Data on behalf of the Client have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

- (c) Take all measures required pursuant to GDPR, Article 32, to the extent applicable to Gobot in the context of its dealings with Client;
- (d) Taking into account the nature of the processing, assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising the data subject's rights laid down in the GDPR;
- (e) Except in cases of Personal Data breach, upon a timely request by the Client, assist the Client in ensuring compliance with the obligations pursuant to GDPR, Articles 32 to 36 (e.g., assist in data protection impact assessments) taking into account the nature of the processing and the information available to the Supplier; and
- (f) Make available to the Client the information necessary to demonstrate compliance with the Gobot's obligations laid down in this DPA and Agreement and allow for and contribute to audits, including inspections, conducted by the Client or another authorised third party, in accordance with Clause 4.

1.8 Client and Gobot agree that the security measures taken by Gobot, listed in the Appendix, fulfills Gobot's undertakings in this section 1.7, including 1.7(c) and (e).

2. Technical and organizational measures

2.1 Gobot will implement and maintain Technical and Organizational Measures set forth in the applicable DPA Exhibit (TOMs) to ensure a level of security appropriate to the risk for Gobot's scope of responsibility. TOMs are subject to technical progress and further development. Accordingly, Gobot reserves the right to modify the TOMs provided that the functionality and security of the Services are not degraded.

2.2 Client confirms that the TOMs provide an appropriate level of protection for the Client Personal Data taking into account the risks associated with the Processing of Client Personal Data.

3. Data Subject Rights and Requests

3.1 Gobot shall, to the extent legally permitted, promptly notify Client if Gobot 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, Gobot shall assist Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, Gobot shall upon Client's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Gobot 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, and in accordance with Section 10.2, Client shall be responsible for any costs arising from Gobot's provision of such assistance.

3.2 Each party (Gobot and Client) shall compensate the other party for all losses due to claims from third parties resulting from, arising out of, or relating to any breach by such first-mentioned party of this DPA.

3.3 Notwithstanding the above, Gobot shall not be held liable for indirect losses, including damages and/or consequential damages such as loss of profit or revenue, or other economic losses incurred pursuant to this DPA, except in cases of wilful intent or gross negligence on part of Gobot. Gobot's total liability towards the Client and its authorized affiliates shall never exceed the amount paid to Gobot pursuant to the Agreement during the last twelve (12) months' period.

4. Third Party Requests and Confidentiality

4.1 Gobot will not disclose Client Personal Data to any third party, unless authorized by the Client or required by law. If a government or Supervisory Authority demands access to Client Personal Data, Gobot will notify Client prior to disclosure, unless prohibited by law.

4.2 Gobot requires all of its personnel authorized to Process Client Personal Data to commit themselves to confidentiality and not Process such Client Personal Data for any other purposes, except on instructions from Client or unless required by applicable law.

5. Audit

5.1 Client shall have the right to perform audits of the Gobot's processing of the Client's Personal Data (including such processing carried out by the Gobot's subcontractors, if any) in order to verify the Gobot's, and any subcontractor's, compliance with this Agreement and the EU Personal Data Legislation provided Client and/or Gobot are subject to the EU Personal Data Legislation in the context of Gobot's dealings with Client. To the extent any of Client's affiliates request an audit of Gobot, Client and its affiliates agree to take all reasonable measures to limit any impact on Gobot 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.

5.2 Subject to the above, Gobot will, during normal business hours and upon reasonable notice (whereby a notice period of twenty (20) Business Days shall always be deemed reasonable), provide an independent auditor, appointed by the Client and approved by the Gobot, reasonable access to the parts of facilities where Gobot is carrying out processing activities on behalf of the Client, to personnel and to all information relating to the processing of the Client's Personal Data. The auditor shall comply with Gobot's work rules, security requirements and standards when conducting site visits.

5.3 Subject to the above, the Supervisory Authority with appropriate jurisdiction shall always have direct and unrestricted access to the Gobot's premises, data processing equipment and documentation in order to investigate that Gobot's processing of the Personal Data is performed in accordance with the Regulatory Requirements that Gobot is appropriately subject to in the context of its dealings with Client.

5.4 Client is responsible for all of its own costs associated with the audit mentioned in Clause 5.2.

6. Return or Deletion of Client Personal Data

6.1 Upon termination or expiration of the Agreement Gobot will either delete or return Client Personal Data in its possession at its discretion or as may be set out in the respective DPA Exhibit, unless otherwise required by applicable law.

7. Sub-processors

7.1 Client authorizes Gobot to engage subcontractors to Process Client Personal Data (Sub-processors). A list of the current Sub-processors is set out in the respective DPA Exhibit. Gobot will notify Client in advance of any changes to Sub-processors as set out in the respective DPA Exhibit. Within 30 days after Gobot's notification of the intended change, Client can object to the addition of a Sub-processor on the basis that such addition would cause Client to violate applicable legal requirements. Client's objection shall be in writing and include Client's specific reasons for its objection and options to mitigate, if any. If Client does not object within such period the respective Sub-processor may be commissioned to Process Client Personal Data. Gobot shall impose substantially similar data protection obligations as set out in this DPA on any approved Sub-processor prior to the Sub-processor Processing any Client Personal Data.

7.2 If Client legitimately objects to the addition of a Sub-processor and Gobot cannot reasonably accommodate Client's objection Gobot will notify Client. Client may terminate the affected Services by providing Gobot with a written notice within one month of Gobot's notice. Gobot will refund a prorated portion of any pre-paid charges for the period after such termination date.

8. Transborder Data Processing

8.1 By agreeing to this DPA, Client (to the extent serving as a data exporter) and Gobot are entering into the EU Standard Contractual Clauses as referred to in the respective DPA Exhibit for any Personal Data processed by Gobot. Further, if the Client's Personal Data is to be transferred out of the EU/EEA to and processed by a sub-contractor of Gobot located outside the EU/EEA or to a country not considered to have adequate protection by the European Commission (Data Importers), Gobot shall ensure that the sub-contractor accedes to the EU Standard Contractual Clauses as set out in the DPA Exhibit. Data Importers that are Gobot

companies are "Gobot Data Importers". Client and Gobot agree that any dispute arising under the EU Standard Contractual Clauses shall be treated as if they had arisen under the Agreement.

8.2 If Client notifies Gobot about another Controller and Gobot does not object within 30 days after Client's notification, Client agrees on behalf of such other Controller(s), or if unable to agree, will procure agreement of such Controller(s), to be additional data exporter(s) of the EU Standard Contractual Clauses concluded between Gobot Data Importers and Client. Gobot has procured that the Gobot Data Importers accept the agreement of such other Controllers. Client agrees and, if applicable, procures the agreement of other Controllers that the EU Standard Contractual Clauses, including any claims arising from them, are subject to the terms set forth in the Agreement, including the exclusions and limitations of liability. In case of conflict, the EU Standard Contractual Clauses shall prevail.

8.3 If Gobot engages a new Sub-processor in accordance with Section 7 that is a Gobot Data Importer, Gobot will procure such new Gobot Data Importer's agreement with the EU Standard Contractual Clauses and Client on its behalf and/or on behalf of other Controllers, if applicable, agrees in advance to such Gobot Data Importer being an additional data importer under the EU Standard Contractual Clauses. If Client is unable to agree for a Controller, Client will procure the agreement of such Controller. If the new Data Importer is not an Gobot company (Third Party Data Importer), at Gobot's discretion, (i) Client shall either enter into separate EU Standard Contractual Clauses as provided by Gobot or (ii) a Gobot Data Importer shall enter into a written agreement with such Third Party Data Importer which imposes the same obligations on the Third Party Data Importer as are imposed on the Gobot Data Importer under the EU Standard Contractual Clauses.

9. Personal Data Breach

9.1 Gobot will notify Client without undue delay after becoming aware of a Personal Data Breach with respect to the Services. Gobot will promptly investigate the Personal Data Breach if it occurred on Gobot infrastructure or in another area Gobot is responsible for and will assist Client as set out in Section 10.

10. Assistance

10.1 Gobot shall provide Client with reasonable cooperation and assistance needed to fulfil Client's obligation under the GDPR for the fulfillment of Client's obligation to comply with the rights of Data Subjects and in ensuring compliance with Client's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to Gobot.

10.2 Client will make a written request for any assistance referred to in this DPA. Gobot will charge Client no more than a reasonable charge on a time and materials basis to perform such assistance or Additional Instructions, such charges to be set forth in a quote and agreed in writing by the parties, or as set forth in an applicable change control provision of the Agreement. The right to reasonable remuneration includes, for example, Gobot's assistance handling data subject requests.

10.3 In the event that the Client amends its written instructions mentioned in Clause 10.2 or the Client requests the implementation of technical or organisational measures, in addition to those mentioned in DPA Exhibit 1 and this would cause a cost increase to Gobot, then Gobot shall be entitled to request an equitable adjustment in remuneration if it accepts such request.

11. Force Majeure

11.1 Gobot shall not be liable for any default or delay in the performance of its obligations under this DPA or the Agreement if and to the extent the default or delay is caused by circumstances that are outside of Gobot's control and that the Gobot could not reasonably have foreseen or prevented by reasonable precaution ("Force Majeure"). A failure by a subcontractor will be considered a Force Majeure event provided that the underlying reason for the subcontractor's non-performance is an event which, if it had been related directly to Gobot, would have qualified as a Force Majeure event under this DPA or Agreement.

12. Miscellaneous

12.1 Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

12.2 The Agreement including this DPA sets forth and constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings or promises with respect thereto are hereby superseded.

12.3 Provisions regarding governing law and disputes are set forth in the Agreement. 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 Gobot, 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, Gobot and its affiliates' total liability for all claims from the Client 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 Client and all authorized affiliates, and, in particular, shall not be understood to apply individually and severally to Client and/or to any authorized affiliate that is a contractual party to any such DPA.

12.4 No amendment, modification, release, or discharge of the Agreement including this DPA shall be binding upon the parties unless in writing and duly executed by authorised representatives of both parties.

12.5 The information concerning any dispute, controversy or claim arising out of or in connection with this DPA and the Agreement, including any arbitral award, shall remain confidential, save that either party may disclose such information if necessary to exercise its rights under this DPA or the Agreement, any arbitral award or due to legal requirements.

12.6 Except where applicable Data Protection Laws and Regulations require the Client's affiliate(s) to exercise a right or seek any remedy under this DPA against Gobot directly by itself, Client and all of its affiliates agree that they shall exercise their rights under this DPA in a combined manner so as to reduce the burden of separate requests on Gobot.

12.7 Gobot may unilaterally terminate this DPA, including all Exhibits, if Gobot offers other alternative mechanisms to Client that comply with the obligations of the European Union privacy laws for the transfer of Personal Data outside the European Economic Area.

DPA SIGNATURE PAGE AND DPA EXHIBITS TO FOLLOW

--DPA EXHIBIT 1 (STANDARD CONTRACTUAL CLAUSES) - REQUIRES SEPARATE SIGNATURE

--DPA EXHIBIT 2 (SUB-PROCESSORS)

**DATA PROCESSING AGREEMENT INCLUDING EXHIBITS 1 AND 2
SIGNATURE PAGE**

Entered into by:

PROCESSOR:

Name: Maxwell Ronai

Company: Gobot LLC

Position: President & CEO

Address: 378 Crest Rd, Ridgewood, NJ 07450

Date:

Signature:

A handwritten signature in blue ink, appearing to be 'MJR', written over a faint horizontal line.

CONTROLLER:

Name:

Position:

Company Name :

Address:

Telephone Number:

Email address:

Date:

Signature:

DPA EXHIBIT 1 of 2

STANDARD CONTRACTUAL CLAUSES (separate signature required)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation:

Address:

(Controller also, in this case, the data **exporter**)

And

Name of the data importing organisation: Gobot LLC

Address: 378 Crest Rd, Ridgewood, NJ 07450

Tel. 201.696.2699; e-mail: max+privacy@getgobot.com

(Processor, also in this case, the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the Personal Data specified in the Appendix.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) 'Personal Data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data ⁽¹⁾;

- (b) 'the data exporter' means the controller who transfers the Personal Data;
- (c) 'the data importer' means the processor who agrees to receive from the data exporter Personal Data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) 'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer Personal Data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of Personal Data applicable to a data controller in the Member State in which the data exporter is established;
- (f) 'technical and organisational security measures' means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of Personal Data where applicable are specified in the Appendix which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the Personal Data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

- (b) that it has instructed and throughout the duration of the Personal Data-processing services will instruct the data importer to process the Personal Data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in the Appendix to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of the Appendix, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the Personal Data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the Personal Data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in the Appendix before processing the Personal Data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the Personal Data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of the Appendix which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or

sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; and
- (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of Personal Data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the Personal Data transferred and the copies thereof to the data exporter or shall destroy all the Personal Data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the Personal Data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the Personal Data transferred and will not actively process the Personal Data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

SIGNATURE PAGE AND APPENDIX TO STANDARD CLAUSES TO FOLLOW

DATA PROCESSING AGREEMENT

DPA EXHIBIT: STANDARD CONTRACTUAL CLAUSES

SIGNATURE PAGE FOR STANDARD CONTRACTUAL CLAUSES

On behalf of the data exporter:

Name:

Company:

Date:

Signature:

On behalf of the data importer:

Name: Maxwell Ronai

Company: Gobot LLC

Position: President & CEO

Address: 378 Crest Rd, Ridgewood, NJ 07450

Date: [[d|0|r:1]]

Signature:

A handwritten signature in blue ink, appearing to be 'MJR', is written over a light blue rectangular background.

Appendix to DPA (Standard Contractual Clauses - separate signature required)

This Appendix forms part of the Clauses and must be completed and signed by the parties

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):

A business with a website including Gobot's chat window application used to address questions and/or collect website visitor information.

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all affiliates of Client established within the European Economic Area (EEA) and Switzerland that have purchased Gobot Services on the basis of one the [Terms & Conditions of Use](#).

Data importer

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

Gobot is a provider of a chat application which processes Personal Data upon the instruction of the data exporter in accordance with the terms of the Agreement.

Data subjects

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

Data exporter may submit Personal Data to Gobot, 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:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors

- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Gobot Services

Categories of data

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

Depending on how Controller opts to use the Service, the subject matter of Processing of Personal Data may cover the following types/categories of Personal Data:

Data exporter may submit Personal Data to the Gobot Services, 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:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data

For more information about what data is collected, the Gobot Services, and the security measures taken to protect this data, see Gobot's [Terms & Conditions of Use](#) and [Privacy Policy](#).

Special categories of data (if appropriate)

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

Data exporter may submit special categories of data to the Gobot Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

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

The objective of Processing of Personal Data by data importer is the performance of the Gobot Services pursuant to the Agreement, including [Terms & Conditions of Use](#) and [Privacy Policy](#).

Refer to the Agreement for details, but by way of summary, Gobot is a chat application including a chatbot building platform. A data subject's interaction with a chatbot will be tracked, a transcript created, and various analytics measured. Emails may be sent based on the data subject's interaction with the chatbot. A data subject's interaction with the bot may also trigger the sharing of a knowledge base article with the data subject to assist in the answering of one or more questions posed by the data subject.

Purpose of the Personal Data processing

The Personal Data transferred will be processed for the following initial purpose(s):

The objective of Processing of Personal Data by data importer is the performance of the Gobot Services pursuant to the Agreement, including [Terms & Conditions of Use](#) and [Privacy Policy](#).

Duration of processing

The Personal Data will be processed with the following duration:

During the term of the Agreement except for data that may be required to be retained by Gobot under the law after the Agreement has been terminated or has expired.

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):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Gobot Services, as described in [Gobot's Privacy Policy](#) or otherwise made reasonably available by data importer. Data Importer will not materially decrease the overall security of the Gobot Services during a subscription term.

The Processor warrants and undertakes in respect of all Personal Data that it processes on behalf of Controller that, at all times, it maintains and shall continue to maintain appropriate and sufficient technical and organizational security measures to protect such Personal Data or information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission over a network, and against all other forms of unlawful processing.

Such measures shall include, but are not limited to, physical access control, logical access control (i.e., non-physical access controls such as passwords), data access control, data transfer control, input control, availability measures, and data separation; in particular, at least the measures set out in [Gobot's Privacy Policy](#).

The Processor shall provide the Controller, upon request, with adequate proof of compliance (e.g., the relevant parts of its agreement with its data center provider).

For more detailed information on the latest state of the art measures adopted by our hosting provider, Google Firebase, please click [here](#).

STANDARD CONTRACTUAL CLAUSES: APPENDIX SIGNATURES

DATA EXPORTER

CONTROLLER:

Name:

Company:

Date:

Signature:

DATA IMPORTER

Name: Max Ronai, President & CEO, Gobot LLC

Date: [[d|0|r:1]]

Signature:

A handwritten signature in blue ink, appearing to read 'MR' or 'MTR', is positioned to the right of the 'Signature:' label for the Data Importer.

DPA EXHIBIT 2 of 2
SUB-PROCESSORS

The Controller agrees to the commissioning of the following sub-processors on the condition of a contractual arrangement in accordance with applicable data protection laws:

Sub-processor	Address or Country	Service
Google Firebase	United States	Secure cloud service platform for user authentication, database, and storage
Heroku	United States	Application server
Mailgun	United States	Email service
Sentry	United States	Error tracking software
FullStory	United States	Customer experience data platform
MailerLite	Lithuania	Email service
Google Analytics	United States	Web analytics service that tracks and reports website traffic
Stripe	United States	Payment processing and subscriber analytics