

DATA PROCESSING ADDENDUMEffective Date: 5/22/2018

This Data Processing Addendum ("DPA") is made as of the Effective Date by and between Intercom R&D Unlimited Company ("Intercom"), and Customer, pursuant to the Master SaaS Subscription Agreement or the [Subscription Terms of Service](#), as applicable ("Agreement").

This DPA amends the Agreement and sets out the terms that apply when Personal Data is processed by Intercom under the Agreement. The purpose of the DPA is to ensure such processing is conducted in accordance with applicable laws and with due respect for the rights and freedoms of individuals whose Personal Data are processed. Other capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1. Definitions**1.1.** For the purposes of this DPA:

- a) "EEA" means the European Economic Area, which constitutes the member states of the European Union, the United Kingdom, Norway, Iceland and Liechtenstein.
- b) "EU Data Protection Legislation" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, including any applicable national implementations of it; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (as amended, replaced or superseded) ("GDPR");
- c) "Controller" shall mean the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- d) "Processor" shall mean an entity which processes Personal Data on behalf of the Controller; and
- e) "Personal Data" means any information relating to an identified or identifiable natural person.

2. Applicability of DPA.

2.1. Applicability. This DPA will apply only to the extent that Intercom processes Personal Data from the EEA on behalf of the Customer.

2.2 GDPR. The parties agree that Exhibits A and B to this DPA will apply only on and after 25 May 2018. Where the GDPR materially or adversely impacts Intercom's continued provision of the Services (including its costs in providing the Services) and / or Customer's receipt of the Services, the Parties shall discuss in good faith and acting reasonably what changes may be necessary and operationally, technically and commercially feasible to the Agreement and/or the DPA and/or the Services (including, without limitation, the fees payable by Customer to Intercom for the Services) in order to enable Intercom to continue providing the Services. No such changes shall be effective unless agreed between the Parties pursuant to this Clause.

3. Roles and responsibilities.

3.1. Parties' Roles. To the extent that Intercom processes Personal Data in the course of providing the Services, it will do so only as a Processor acting on behalf of Customer (as Controller) and in accordance with the requirements of the Agreement.

3.2. Purpose Limitation. Intercom will process the Personal Data only for the purpose of providing the Services and in accordance with Controller's lawful instructions.

3.3. Compliance. Customer, as Controller, shall be responsible for ensuring that:

- a) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Legislation; and
- b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to Intercom for processing in accordance with the terms of the Agreement and this DPA.

4. Security.

4.1. Security. Intercom will have in place and maintain throughout the term of this Agreement appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and against all other unlawful forms of processing (a “**Security Incident**”).

4.2. Security Incident. In the event of a Security Incident, Intercom will notify Customer and provide reasonable assistance in order to remedy or mitigate the effects of the Security Incident.

5. Subprocessing

5.1. Subprocessing. Customer authorizes Intercom to subcontract processing of Personal Data under the Agreement to a third party provided that: (i) Intercom provides Customer with reasonable prior notice of any such subcontracting; and (ii) Intercom flows down Section 3.2 and Section 4.1 to any subcontractor it appoints.

6. International transfers

6.1. Adequacy. Intercom will provide an adequate level of protection for Personal Data that it processes on behalf of Customer in accordance with the requirements of EU Data Protection Legislation.

7. Service Data

7.1 Notwithstanding anything in this DPA, Intercom will have the right to collect, extract, compile, synthesize and analyze non-personally identifiable data or information resulting from Customer's use or operation of the Services (“**Service Data**”) including, by way of example and without limitation, information relating to volumes, frequencies, recipients, bounce rates, or any other information regarding the communications Customer, its end users or recipients generate and send using the Services. To the extent any Service Data is collected or generated by Intercom, such data will be solely owned by Intercom and may be used by Intercom for any lawful business purpose without a duty of accounting to Customer or its recipients, provided that such data is used only in an aggregated form, without directly identifying any person. For the avoidance of doubt, this DPA will not apply to Service Data.

8. Miscellaneous

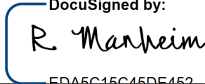
8.1. Except as amended by this DPA, the Agreement will remain in full force and effect.

8.2. If there is a conflict between the Agreement and this DPA, the terms of this DPA will control.

8.3. Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

Customer Execution

Company legal name: Primalbase / Prembco Holding B.V.

Signed: 
DocuSigned by:
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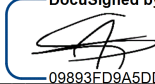
Name: R. Manheim

Title: CEO

Date: 5/22/2018

Intercom Execution

Intercom R&D Unlimited Company

Signed: 
DocuSigned by:
09893FD9A5DD416...

Name: Stan Massueras

Title: Sales Director

Date: 2/12/2018

Exhibit A – GDPR Addendum

The parties agree that the following terms in this Exhibit A shall apply to the Agreement and the DPA only on and after 25 May 2018.

1. Scope. The subject-matter of the data processing is the provision of the Services and the processing will be carried out for the duration of the Agreement. Exhibit B sets out the nature and purpose of the processing, the types of Personal Data Intercom processes and the categories of data subjects whose Personal Data is processed.
2. Instructions. The Agreement and this DPA sets out Customer's complete documented instructions to Intercom in relation to the processing of the Personal Data and any processing required outside of the scope of these instructions will require prior written agreement between the parties.
3. Purpose Limitation. If Intercom is required to process the Personal Data for any other purpose by European Union or national law to which Intercom is subject, Intercom shall inform Customer of this requirement before the processing, except where otherwise required by such law.
4. Data Protection Impact Assessments. Intercom shall, to the extent required by EU Data Protection Legislation, provide Customer with reasonable assistance at Customer's cost and expense with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Legislation.
5. Sub-processing.
 - 5.1. Customer agrees that Intercom may engage Intercom affiliates and third party sub-processors (collectively, "**Sub-processors**") to process the Personal Data on Intercom's behalf.
 - 5.2. Intercom shall impose on such Sub-processors data protection obligations that protect the Personal Data to the same or substantially similar standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor.
 - 5.3. Intercom may, by giving reasonable notice to the Customer, add or make changes to the Sub-processors. If the Customer objects to the appointment of an additional Sub-processor within thirty (30) calendar days of such notice on reasonable grounds relating to the protection of the Personal Data, then Intercom will not appoint the Sub-processor and will work in good faith with the Customer to find an alternative solution.
6. Security
 - 6.1. Intercom will ensure that any person that it authorizes to process the Personal Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality) whether a contractual or a statutory duty).
 - 6.2. Upon becoming aware of a Security Incident, Intercom shall notify Customer without undue delay and shall provide such timely information as Customer may reasonably require, including to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Legislation. Intercom shall promptly take appropriate steps to remedy or mitigate any damage arising from such Security Incident.
7. Audit. Whilst it is the parties' intention ordinarily to rely on the provision of the documentation to verify Intercom's compliance with this DPA, Intercom shall permit the Customer (or its appointed third party auditors) to carry out an audit of Intercom processing of Personal Data under the Agreement following a Security Incident suffered by Intercom, or upon the instruction of a data protection authority. Customer must give Intercom reasonable prior notice of such intention to audit, conduct its audit during normal business hours, and take all reasonable measures to prevent unnecessary disruption to Intercom's operations. Any such audit shall be subject to Intercom's security and confidentiality terms and guidelines. If Intercom declines to follow any instruction requested by Customer regarding audits, Customer is entitled to terminate this DPA and the Agreement.
8. Data subjects' rights. Intercom shall, taking into account the nature of the processing, provide reasonable assistance to Customer insofar as this is possible and at Customer's cost and expense, to enable Customer to respond to requests from a data subject seeking to exercise their rights under EU Data Protection Legislation. In the event that such request is made directly to Intercom, Intercom shall promptly inform Customer of the same.
9. Deletion / return of Personal Data. Upon termination or expiry of the Agreement, Intercom shall, at Customer's election, delete or return to Customer all relevant Personal Data (including copies) in Intercom's possession, save to the extent that Intercom is required by any applicable law to retain some or all of the Personal Data.
10. If there is a conflict between the DPA and this Exhibit, the terms of this Exhibit will control.

Exhibit B – Data Processing Appendix

Data subjects

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

End users – individuals who interact with the Customer by way of the Intercom communication platform.

Categories of data

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

Username, password, email address, IP address, data analytics, device data, usage data, social media profiles, location data, and interactions with end users via the communication platform.

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):

- Personal Data will be transferred from the Customer to Intercom for Intercom to provide a communication platform to facilitate interaction and engagement between the Customer and the end user.
- This service will consist of providing a communication platform for the Customer to use in order to on-board and retain end users as well as analyze their use of the Customer's product and / or services.
- Full details about Intercom's products and services can be found at <https://www.intercom.com/>