

Data Processing Agreement

This Data Processing Agreement with EU Standard Contractual Clauses (Processors) (collectively, the “DPA”) supplements the written services agreement or other relevant agreement (the “Principal Agreement”) between YourCause, LLC (the “Service Provider”) and Client. Capitalized terms used, but not defined, in this DPA are defined in the Principal Agreement. Client and Service Provider may be referred herein as a “party” and together as the “parties.”

The parties have agreed to enter into this DPA in order to ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by EU Data Protection Laws.

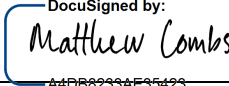
1. **Details of Processing.** Below is a description of Service Provider’s role as a processor of Personal Data under the Principal Agreement:
 - 1.1. **Subject Matter of the Personal Data Processing:** The provision of the Services by Service Provider to Client found in the Principal Agreement.
 - 1.2. **Duration of the Personal Data Processing:** The Term, and any period after the Term prior to Service Provider’s deletion of Client Data.
 - 1.3. **Nature and Purpose of the Personal Data Processing:** To provide Client with Service Provider’s Services.
 - 1.4. **Categories of Personal Data:** To the extent the Client Data contains Personal Data, it may consist of end users identifying information and organization data as well as documents, images and other content or data in electronic form stored or transmitted by Client’s users via the Services.
 - 1.5. **Data Subjects:** To the extent the Client Data contains Personal Data, it may concern Client’s users, as well as any individuals collaborating or sharing with these users.
2. **Application.** This DPA applies as follows:
 - 2.1. The EU Standard Contractual Clauses apply to data processed by the Services as this term is defined in the Agreement, and future variations of the Services; and
 - 2.2. The “GDPR Addendum” attached hereto as Exhibit B, applies solely to the extent required by EU Data Protection Law, and will take effect on May 25, 2018.
3. **Effect of DPA.** If a provision in this DPA conflicts with a provision in the Principal Agreement, then this DPA will control. The Principal Agreement will remain in full force and effect and will not be changed except as modified by this DPA. This DPA and the EU Standard Contractual Clauses will terminate automatically upon expiration or termination of the Principal Agreement.

(Signatures to Follow)

IN WITNESS WHEREOF, Service Provider and Client have executed this DPA, and each acknowledges having received a duly executed copy.

YourCause, LLC

Client:

By: 
A4DB6233AE35423...

By: _____

Name: Matthew Combs

Name: _____

Title: Founder & CEO

Title: _____

Date: May 18, 2018

Date: _____

Exhibit A

EU Standard Contractual Clauses (Processors)

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 organization: The Client that is a party to the YourCause Principal Agreement with YourCause, LLC.

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 Organization: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Other information needed to identify the organization: _____

(the **data exporter**)

And

Name of the data importing organization: YourCause, LLC

Address: 6111 West Plano Parkway, Suite 1000YC, Plano, TX 75093

Telephone: (866) 751-6031

Fax: N/A

E-mail: security@yourcause.com

(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 Appendix 1.

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 organizational security measures” means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

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 Appendix 1 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 organizational security measures specified in Appendix 2 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, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, 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 Appendix 2, 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 organizational security measures specified in Appendix 2 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 unauthorized access; and
 - (iii) Any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized 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 Appendix 2 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;
 - (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 (3). 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.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses.

Data Exporter

The data exporter is Client to the Principal Agreement, as amended by the DPA.

Data Importer

The data importer is YourCause, LLC (“YourCause”).

Data Subjects

The personal data transferred concern the following categories of data subjects: data exporter’s and data exporter’s affiliates’ users including employees, former employees, prospective employees, board of directors, retirees, business partners, contractors, or other individuals of the data exporter whose Personal Data is stored in the HR file transmitted to the data importer.

Categories of data

The personal data transferred concern the following categories of data: users’ identifying information and organization data stored or transmitted by the users via data importer’s services, which may include but is not limited to the following categories of Personal Data:

- Names, titles, position, employer, contact information (email, phone, fax, physical address, etc.), business IDs, job type or code, business site, employment duration, supervisory, education, language, identification data, professional life data, connection data, localization data, credit card information, bank account details, salary and benefits.

Special categories of data (if appropriate)

Not applicable

Processing operations

The personal data transferred will be subject to the following basic processing activities:

Scope of Processing. The scope and purposes of processing the personal data is described in the DPA to which these clauses are annexed as well as the Principal Agreement between data exporter and data importer.

Duration of Processing. The duration will be for the term set forth in the applicable Principal Agreement.

Deletion or Return of Data. Upon expiration or termination of the Principal Agreement, data importer will delete or return data exporter’s personal data from data importer’s service in accordance with the terms and conditions set forth in the Principal Agreement.

Access to Data. Data exporter may designate an administrator who may access data exporter’s personal data in accordance with the Principal Agreement. Each individual user of data exporter shall have access to any of that user’s personal data associated with the specific account through which that user accesses

and uses the services in accordance with the Principal Agreement and any applicable agreements between YourCause and the individual data exporter user.

Appendix 2 to the Standard Contractual Clauses

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

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

Data Protection Officer

The Data Protection Officer can be reached at security@yourcause.com.

Security Measures

The data importer has implemented and will maintain appropriate administrative, technical and physical safeguards to protect Personal Data. Data importer may update these security measures from time to time and will notify data exporter if Data Importer updates the security measures in a manner that materially diminishes the administrative, technical or physical security features described therein or in this Appendix 2.

Liability

The parties agree that if one party is held liable for a violation of the clauses committed by the other party, the latter will, to the extent to which it is liable, indemnify the first party for any cost, charge, damages, expenses or loss it has incurred.

Indemnification is contingent upon:

- (a) The data exporter promptly notifying the data importer of a claim; and
- (b) The data importer being given the possibility to cooperate with the data exporter in the defense and settlement of the claim.

Exhibit B

GDPR Addendum

1. **Compliance Assistance.** To assist Client with its compliance obligations under EU Data Protection Laws related to security, data protection impact assessments, and prior consultation with supervisory authorities, Service Provider will make available during the Term audits reports and information contained in the appendices to the EU Standard Contractual Clauses.
2. **Sub-processors.**
 - 2.1. **Service Provider's Use of Sub-Processors.** Client consents to Service Provider's appointment of Subcontractors, including Sub-processors, to perform the Services. Where a Sub-processor will process Personal Data, which is subject to EU Data Protection Laws, Service Provider will ensure that the Sub-processor is subject to contractual obligations regarding Personal Data which satisfy the requirements of EU Data Protection Laws.
 - 2.2. **Client Objections.** Service Provider may add or remove Sub-processors from time to time. Service Provider will inform Client of new Sub-processors. If Customer objects to a change, it shall provide Service Provider with notice of its objection to security@yourcause.com including reasonable detail supporting Client's concerns within sixty days of receiving notice of a change from Service Provider. Service Provider will then use commercially reasonable efforts to review and respond to Client's objection within thirty days of receipt of Client's objection. Service Provider's response to Client's objection will include, at a minimum, reasonable accommodations, if any, that Client or Service Provider can take to limit or prevent a new Sub-processor from acting as a processor of Client Data when Client makes use of the Services. If Service Provider does not respond to a Client's objection as described above, or cannot reasonably accommodate Client's objection, Client may terminate the Agreement by providing written notice to Service Provider within thirty days of receipt of a Service Provider's response that does not comply with this Section 2.2.
3. **Inspections and Audit Reports.** Service Provider's hosting solution has completed Service Organization Control 2 (SOC 2) Type II, Service Organization Control 1 (SOC 1) Type II for the Services, Service Provider will continue to conduct regular audits of its hosting solution during the Term. Upon Client's written request, but no more than once per year, Service Provider will provide Client a copy of the most recent SOC 2 Type 2, subject to Client agreeing to treat the SOC 2 report as Service Provider's confidential information pursuant to a non-disclosure agreement.
4. **Security Incidents.** Service Provider will promptly, and without undue delay, notify Client if a Security Incident occurs, so long as applicable law allows this notice. Service Provider may limit the scope of, or refrain from delivering, any disclosures to the extent reasonably necessary to avoid compromising the integrity of Service Provider's security, an ongoing investigation, or any Client's or user's data. "Security Incident" means any actual unauthorized disclosure of or access to Client Data, or compromise of Service Provider's systems that Service Provider determines is reasonably likely to result in such disclosure or access, caused by failure of Service Provider's Security Measures and excluding any unauthorized disclosure or access that is caused by Client or its users, including Client or its users' failure to adequately secure equipment or accounts.