This Data Processing Addendum (this "Agreement") is made between Readibots Inc. ("Company"), a Delaware corporation whose principal offices are at 10080 Soltura Drive, Fort Myers, FL 33905, and

Customer Name: _____ ("**Customer**")

Customer Address: _____

_____

This Data Processing Addendum (this "DPA") between Readibots and Customer contains terms to establish the parties' respective responsibilities under Data Protection Laws (as defined below) with respect to personal data to be processed by Readibots as a processor pursuant to the Readibots Subscription Agreement between Readibots and Customer, or to any other written agreement between Readibots and Customer, that governs Customer's use of Readibots' platform-as-a-service (the "Agreement"). This DPA is incorporated into and made subject to the Agreement.

THIS DATA PROCESSING ADDENDUM is made as of the Effective Date, between Customer and Readibots,

1. **Definitions**
   1.1. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

   1.2. "**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the Data Protection Laws And Regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Company, but has not signed its own agreement with Company and is not a "**Customer**" as defined under the Agreement.

   1.3. "**Company Group**" means Company and its Affiliates engaged in the Processing of Personal Data.

   1.4. "**Controller**" or "**Data Controller**" means the entity which determines the purposes and means of the Processing of Personal Data. For the purposes of this DPA only, and except where indicated otherwise, the term "Data Controller" shall include yourself, the Organization and/or the Organization's Authorized Affiliates.

   1.5. "**Data Protection Laws and Regulations**" means all laws and regulations of the European Union, the European Economic Area and their Member States, and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

   1.6. "**Data Subject**" means the identified or identifiable person to whom the Personal Data relates.

   1.7. "**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

   1.8. "**Member State**" means a country that belongs to the European Union and/or the European Economic Area. "**Union**" means the European Union.

   1.9. "**Personal Data**" means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.10. "**Process(ing)**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

   1.11. "**Processor**" or "**Data Processor**" or "Sub Processor" means the entity which Processes Personal Data on behalf of the Controller.

1.12. "**Security Documentation**" means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time. Customer shall send a request to privacy@readibots.com to receive a copy of the Security Documentation.

1.13. "**Sub-processor**" means any Processor engaged by Company and/or Company Affiliate.

1.14. "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. **PROCESSING OF PERSONAL DATA**

2.1. Roles of the Parties. The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) Customer is the Data Controller, (ii) Company is the Data Processor and that (iii) Company or members of the Company Group may engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2. Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations and comply at all times with the obligations applicable to data controllers (including, without limitation, Article 24 of the GDPR). For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data. Without limitation, Customer shall comply with any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies) and shall have any and all required legal bases in order to collect, Process and transfer to Company the Personal Data and to authorize the Processing by Company of the Personal Data which is authorized in this DPA. Customer shall defend, hold harmless and indemnify Company, its Affiliates and subsidiaries (including without limitation their directors, officers, agents, subcontractors and/or employees) from and against any liability of any kind related to any breach, violation or infringement by Customer and/or its authorized users of any Data Protection Laws and Regulations and/or this DPA and/or this Section.

2.3. Company's Processing of Personal Data

2.3.1. Subject to the Agreement, Company shall Process Personal Data only in accordance with Customer's documented instructions as necessary for the performance of the Services and for the performance of the Agreement and this DPA, unless required to otherwise by Union or Member State law or any other applicable law to which Company and its Affiliates are subject, in which case, Company shall inform the Customer of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The duration of the Processing, the nature and purposes of the Processing, as well as the types of Personal Data Processed and categories of Data Subjects under this DPA are further specified in **Schedule 1** (Details of the Processing) to this DPA.

2.3.2. To the extent that Company or its Affiliates cannot comply with a request (including, without limitation, any instruction, direction, code of conduct, certification, or change of any kind) from Customer and/or its authorized users relating to Processing of Personal Data or where Company considers such a request to be unlawful, Company (i) shall inform Customer, providing relevant details of the problem, (ii) Company may, without any kind of liability towards Customer, temporarily cease all Processing of the affected Personal Data (other than securely storing those data), and (iii) if the Parties do not agree on a resolution to the issue in question and the costs thereof, each Party may, as its sole remedy, terminate the Agreement and this DPA with respect to the affected Processing, and Customer shall pay to Company all the amounts owed to Company or due before the date of termination. Customer will have no further claims against Company (including, without limitation, requesting refunds for Services) due to the termination of the Agreement and/or the DPA in the situation described in this paragraph (excluding the obligations relating to the termination of this DPA set forth below).

2.3.3. Company will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of Company, to the extent that such is a result of Customer's instructions.

3. **RIGHTS OF DATA SUBJECTS**

If Company receives a request from a Data Subject to exercise its right to be informed, right of access, right to rectification, erasure, restriction of Processing, data portability, right to object, or its right not to be subject to a decision solely based on automated processing, including profiling ("**Data Subject Request**"), Company shall, to the extent legally permitted, promptly notify and forward such Data Subject Request to Customer. Taking into account the nature of the Processing, Company shall use commercially reasonable efforts to assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from Company's provision of such assistance.

4. **COMPANY PERSONNEL**

4.1. Confidentiality. Company shall grant access to the Personal Data to persons under its authority (including, without limitation, its personnel) only on a need to know basis and ensure that such persons engaged in the Processing of Personal Data have committed themselves to confidentiality.

4.2. Company may disclose and Process the Personal Data (a) as permitted hereunder (b) to the extent required by a court of competent jurisdiction or other Supervisory Authority and/or otherwise as required by applicable laws or applicable Data Protection Laws and Regulations (in such a case, Company shall inform the Customer of the legal requirement before the disclosure, unless that law prohibits such information on important grounds of public interest), or (c) on a "need-to-know" basis under an obligation of confidentiality to legal counsel(s), data protection advisor(s), accountant(s), investors or potential acquirers.

5. **AUTHORIZATION REGARDING SUB-PROCESSORS**

5.1. Disclosure and Transfer of Personal Data. Company will not disclose or transfer Personal Data to any third party without the prior written permission of Customer, except (a) as specifically stated in the Agreement or this DPA, or (ii) where such disclosure or transfer is required by any applicable law, regulation, or public authority.

5.2. Consent to Sub-Processors. Customer consents to Company's use of sub-processors to provide aspects of the Services, and to Company's disclosure and provision of Personal Data to those sub-processors. **Exhibit 2** (Sub-processor List) provides a list of Company's current sub-processors ("Sub-Processor List"). Company will require its sub-processors to comply with terms that are substantially no less protective of Personal Data than those imposed on Company in this Agreement (to the extent applicable to the services provided by the sub-processor). Company will be liable for any breach of its obligations under this Agreement that is caused by an act, error or omission of a sub-processor.

5.3. Authorization of New Sub-Processors. Company may authorize new sub-processors, provided that:

5.3.1. Company provides at least 30 days prior written notice to Customer of the authorization of any new sub-processor to process Personal Data in connection with its provision of Services (including details of the processing and location) and Company will update the list of all sub-processors engaged to process Personal Data under this DPA and make such updated version available to Customer prior to such authorization of the sub-processor;

5.3.2. Company requires each sub-processor entity to authorizes to comply with terms which are substantially no less protective of Personal Data than those imposed on Company in this DPA, to the extent reasonably applicable to the services such sub-processor provides; and

5.3.3. Company remains liable for any breach of its obligations under this DPA that is caused by an act, error or omission of the sub-processor.

5.4. Objections to New Sub-Processors. If Customer objects to the authorization of any future sub-processor on reasonable data protection grounds within 30 days of notification of the proposed authorization, and if Company is unable to provide an alternative or workaround to avoid processing of Personal Data by the objected to sub-processor within a reasonable period of time, not to exceed 30 days from receipt of the objection (the "Correction Period"), then, at any time within the Correction Period, Customer may elect to terminate the processing of Personal Data under affected Sales Orders to the Agreement without penalty, by written notice to Company to that effect. If Customer terminates any such Sales Order in accordance

with the foregoing, then Company will refund to Customer a pro-rata amount of any affected Services fees prepaid to Company and applicable to the unutilized portion of the Subscription Term for terminated Services.

6. **SECURITY**

6.1. Controls for the Protection of Personal Data. Taking into account the state of the art, Company shall maintain all industry-standard technical and organizational measures required pursuant to Article 32 of the GDPR for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Documentation which are hereby approved by Customer. Upon the Customer's request, Company will use commercially reasonable efforts to assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing, the state of the art, the costs of implementation, the scope, the context, the purposes of the Processing and the information available to Company.

6.2. Third-Party Certifications and Audits. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement and this DPA, Company shall make available to Customer that is not a competitor of Company (or Customer's independent, third-party auditor that is not a competitor of Company) all information that is necessary to demonstrate compliance with the obligations laid down in this DPA (provided, however, that such information shall only be used by Customer to assess compliance with this DPA, and shall not be used for any other purpose or disclosed to any third party without Company 's prior written approval and, upon Company 's first request, Customer shall return all records or documentation in Customer's possession or control provided by Company in the context of this section). At Customer's cost and expense, Company shall allow for and contribute to audits, including inspections of Company 's, conducted by the controller or another auditor mandated by the controller (who is not a direct or indirect competitor of Company) provided that the parties shall agree on the scope, methodology, timing and conditions of such audits and inspections. Notwithstanding anything to the contrary, such audits and/or inspections shall not contain any information, including without limitation, personal data that does not belong to Customer.

7. **PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION**

To the extent required under applicable Data Protection Laws and Regulations, Company shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, including Personal Data, transmitted, stored or otherwise Processed by Company or its Sub-processors of which Company becomes aware (a "**Personal Data Incident**"). Company shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as Company deems necessary, possible and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within Company's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users. In any event, Customer will be the party responsible for notifying supervisory authorities and/or concerned data subjects (where required by Data Protection Laws and Regulations).

8. **RETURN AND DELETION OF PERSONAL DATA**

Subject to the Agreement, Company shall, at the choice of Customer, delete or return the Personal Data to Customer after the end of the provision of the Services relating to processing, and shall delete existing copies unless applicable law requires storage of the Personal Data. In any event, to the extent required or allowed by applicable law, Company may retain one copy of the Personal Data for evidence purposes and/or for the establishment, exercise or defense of legal claims and/or to comply with applicable laws and regulations. If the Customer requests the Personal Data to be returned, the Personal Data shall be returned in the format generally available for Company's Customers.

9. **AUTHORIZED AFFILIATES**

9.1. Contractual Relationship. The Parties acknowledge and agree that, by executing the DPA, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between the Customer and Company. Each Authorized Affiliate agrees to be bound by the obligations under this DPA. All access to and use of the Services by Authorized Affiliates must comply with the terms and conditions of the Agreement

and this DPA and any violation of the terms and conditions therein by an Authorized Affiliate shall be deemed a violation by Customer.

9.2. Communication. The Customer shall remain responsible for coordinating all communication with Company under the Agreement and this DPA and shall be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10. **TRANSFERS OF DATA**

10.1. Transfers to countries that offer adequate level of data protection. Personal Data may be transferred from the EU Member States, the three EEA member countries (Norway, Liechtenstein and Iceland) and the United Kingdom (collectively, "EEA") to countries that offer adequate level of data protection under or pursuant to the adequacy decisions published by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission ("Adequacy Decisions"), without any further safeguard being necessary.

10.2. Transfers to other countries. If the Processing of Personal Data includes transfers from the EEA to countries outside the EEA which do not offer adequate level of data protection or which have not been subject to an Adequacy Decision ("Other Countries"), the Parties shall comply with Chapter V of the GDPR, including, if necessary, executing the standard data protection clauses adopted by the relevant data protection authorities of the EEA, the Union, the Member States or the European Commission or comply with any of the other mechanisms provided for in the GDPR for transferring Personal Data to such Other Countries.

11. **TERMINATION**

This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 2.2, 2.3.3, 2.3.4 and 12 shall survive the termination or expiration of this DPA for any reason. This DPA cannot, in principle, be terminated separately to the Agreement, except where the Processing ends before the termination of the Agreement, in which case, this DPA shall automatically terminate.

12. **RELATIONSHIP WITH AGREEMENT**

In the event of any conflict between the provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail over the conflicting provisions of the Agreement. Notwithstanding anything to the contrary in the Agreement and/or in any agreement between the parties and to the maximum extent permitted by law: (a) Company 's (including Company's Affiliates') entire, total and aggregate liability, related to personal data or information, privacy, or for breach of, this DPA and/or Data Protection Laws and Regulations, including, without limitation, if any, any indemnification obligation under the Agreement or applicable law regarding data protection or privacy, shall be limited to the amounts paid to Company under the Agreement within twelve (12) months preceding the event that gave rise to the claim. This limitation of liability is cumulative and not per incident; (b) In no event will Company and/or Company Affiliates and/or their third-party providers, be liable under, or otherwise in connection with this DPA for: (it) any indirect, exemplary, special, consequential, incidental or punitive damages; (ii) any loss of profits, business, or anticipated savings; (iii) any loss of, or damage to data, reputation, revenue or goodwill; and/or (iv) the cost of procuring any substitute goods or services; and (C) The foregoing exclusions and limitations on liability set forth in this Section shall apply: (i) even if Company , Company Affiliates or third-party providers, have been advised, or should have been aware, of the possibility of losses or damages; (ii) even if any remedy in this DPA fails of its essential purpose; and (iii) regardless of the form, theory or basis of liability (such as, but not limited to, breach of contract or tort).

13. **AMENDMENTS**

This DPA may be amended at any time by a written instrument duly signed by each of the Parties.

14. **LEGAL EFFECT**

Company may assign this DPA or its rights or obligations hereunder to any Affiliate thereof, or to a successor or any Affiliate thereof, in connection with a merger, consolidation or acquisition of all or substantially all of its shares, assets or business relating

to this DPA or the Agreement. Any Company obligation hereunder may be performed (in whole or in part), and any Company right (including invoice and payment rights) or remedy may be exercised (in whole or in part), by an Affiliate of Company.

15. **GENERAL**

15.1. This DPA is without prejudice to the rights and obligations of the parties under the Agreement which will continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA will prevail insofar as the subject matter concerns the processing of Personal Data. In the event of any conflict between the terms of this DPA and the Standard Contractual Clauses then, only insofar as the Standard Contractual Clauses apply, the Standard Contractual Clauses will prevail.

15.2. Customer and Company each agree that the dispute resolution provisions of the Agreement (including governing law and venue) apply to this DPA.

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the signing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you cannot, or do not have authority to, bind the Organization and/or its Authorized Affiliates, you shall not supply or provide Personal Data to Company. By signing this DPA, Customer enters into this DPA on behalf of itself and, to the extent required or permitted under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent that Company processes Personal Data for which such Authorized Affiliates qualify as the/a "data controller".

EXECUTED as of the date set forth below Readibot's signature (the "**Effective Date**"):

Company:	Readibots Inc.	Customer:	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Exhibit 1 Details of the Personal Data and Processing Activities

Company will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Type of Personal Data

The personal data comprises login details, name, email addresses and phone. Any other Personal Data or information that the Customer decides to provide to the Company or the Services. The Customer and the Data Subjects shall provide the Personal Data to Company by supplying the Personal data to Company's Service.

In some limited circumstances Personal Data may also come from other sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Customer shall always be deemed the "Data Controller" and Company shall always be deemed the "Data Processor" (as such terms are defined in the GDPR).

Nature and Purpose of Processing

1. Providing the Service(s) to Customer and for Customer to be able to use the Services.
2. Setting up profile(s) for users authorized by Customers.
3. For Company to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
4. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
5. Providing support and technical maintenance.
6. Resolving disputes.
7. Enforcing the Agreement, this DPA and/or defending Company's rights.
8. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation; and
9. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
10. All tasks related with any of the above.

Duration of Processing

Company will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's customers and/or Customers
- Customer's users authorized by Customer to use the Services
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Prospects, Customers, business partners and vendors of Customer (who are natural persons)
- Employee's or contact persons of Customer's prospects, Customers, business partners and vendors

Exhibit 2 Readibots Sub-Processor List

Readibots uses the third-party entities below (each, a "sub-processor") to process personal data on behalf of Readibots customers and in accordance with contract terms between Readibots and the sub-processor to uphold Readibots's commitments in Readibots's Data Processing Addendum.

Readibots carries out annual compliance reviews of its sub-processors, and where the engagement of a sub-processor requires the cross-border transfer of customer data, Readibots conducts Transfer Impact Assessments in accordance with applicable data protection law for these data transfers. Readibots imposes obligations on its sub-processors to implement appropriate technical and organizational measures ensuring that the sub-processing of personal data is protected to the standards required by applicable data protection laws.

This list below contains sub-processors for Readibots's generally available services. For each sub-processor below, processing of personal data will be for the duration of use of the applicable service(s) by the customer, and for the retention periods as set out in the customer's agreement with Readibots and any product documentation.

Sub-processor	Nature Purpose of Processing	Readibots Products using Sub-processor
Microsoft Azure	Cloud hosting provider	All
Sendgrid	Customer Outbound Email Communication	All
Twilio	Customer SMS Communication	Communicator (OnMessage)