

**Autopilot
Customer GDPR Addendum**

This General Data Protection Regulation (“**GDPR**”) Addendum (“**Addendum**”) amends those certain Terms of Use (<https://autopilothq.com/termsfuse.html>) (the “**Agreement**”) accepted by OnQ Marketing, located at OnQ Marketing (“**Customer**”), pursuant to Customer’s use of the services provided by AutopilotHQ Inc., located at 149 New Montgomery St, Suite 631, Floor, San Francisco, CA, 94105 (“**Autopilot**”). Customer and Autopilot are each a “**Party**” and collectively are the “**Parties**”.

This Addendum sets forth the GDPR requirements applicable to Personal Data Processed by Autopilot or through Autopilot’s (or a Subprocessor’s) systems in connection with providing the services set forth in the Agreement (collectively, the “**Services**”). **Exhibit A** hereto sets out the Parties’ understanding of the Customer Personal Data to be Processed by Autopilot pursuant to this Addendum, as required by Article 28(3) of the GDPR. Customer will inform Autopilot of any changes to Exhibit A required in order to reflect Customer’s actual use of the Services. **Exhibit A** does not create any obligation or rights for any Party. The Parties acknowledge that for purposes of this Addendum, Customer is a Controller and Autopilot is a Processor.

With effect from 25 May 2018, the date on which the GDPR will apply (the “**Effective Date**”), the Parties agree as follows:

1. Definitions

Capitalized terms used in this Addendum have the meaning set forth in Article 4 of the GDPR, unless defined in this Addendum or in the Agreement:

- a) “**Customer Personal Data**” means Personal Data that is provided by Customer to Autopilot pursuant to the latter’s provision of the Services.
- b) “**Member State**” means any relevant member state of the European Union (“**EU**”) or European Economic Area (“**EEA**”) from time to time.
- c) “**Personal Data Breach**” has the meaning set forth in Article 4 of the GDPR, and shall apply to Customer Personal Data.
- d) “**Subprocessor**” means any third party (other than Autopilot’s employees), including any affiliate of Autopilot that Autopilot engages in accordance with the Agreement, that Processes Customer Personal Data on behalf of Autopilot in order to provide the Services.
- e) “**Transfer**”, “**Transferred**” or “**Transferring**” means, whether by physical or electronic means, across national borders, both (i) the moving of Customer Personal Data from one location or person to another, and (ii) the granting of access to Customer Personal Data by one location or person to another.

2. Article 28 Requirements

In accordance with GDPR Article 28(3), Autopilot will (and ensure that any Subprocessor acting under Autopilot’s authority also will):

- a) Process the Customer Personal Data solely (i) as needed to provide the Services; (ii) in accordance with the specific documented instructions provided by Customer, including with regard to any Transfers, as set forth in the Agreement and this Addendum; or (iii) as required to comply with any EEA or Member State law (in which case, Autopilot shall provide prior notice to Customer of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest); provided, however, that Autopilot will not have any obligation to monitor EEA or Member State requirements.
- b) Ensure that persons authorized to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

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- c) Take all security measures required by GDPR Article 32. Namely, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Autopilot shall implement the measures set forth at <https://autopilothq.com/securitypolicy.html>, which include appropriate technical and organizational security measures to ensure a level of security appropriate to the risk, including, as appropriate: (i) the pseudonymisation and encryption of Customer Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- d) Assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising Data Subjects' rights as set forth in GDPR Chapter III, taking into account the nature of the Processing.
- e) Assist the Customer with the obligations regarding Customer Personal Data Breaches (GDPR Articles 33 and 34 and section 5 below), data protection impact assessments (GDPR Article 35), and prior consultation of the supervisory authority (GDPR Article 36), in all cases, taking into account the nature of Processing and the information available to Autopilot.
- f) At the Customer's discretion, delete all the Customer Personal Data to the Customer after the end of the provision of Services relating to Processing, and delete existing copies (it being expressly understood that Customer has the ability to and may at its discretion export (return) all Customer Personal Data to Customer), unless applicable EEA or Member State law requires Autopilot to store the Customer Personal Data.
- g) Provide the Customer with all information necessary to demonstrate compliance with the obligations laid down in the GDPR, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- h) Immediately inform Customer if, in Autopilot's opinion, an instruction infringes the GDPR or other EEA or Member State data protection provisions; provided, however, that Autopilot will not have any obligation to monitor EEA or Member State data protection provisions.

3. Subprocessors

- a) Autopilot shall not share any Customer Personal Data with or engage any Subprocessor without prior specific or general written authorization of the Customer; provided, however, that Customer hereby specifically authorizes Autopilot to Transfer Customer Personal Data to Subprocessors listed in **Exhibit B** hereto for purpose of providing the Services, subject to the following conditions: (i) Autopilot maintains a list of the Subprocessors to which it makes such Transfers and provides this list to the Customer upon written request; (ii) Autopilot provides to the Customer at least 30 days prior notice of the addition of any Subprocessor to this list so that the Customer may have an opportunity to object to such addition(s); and (iii) if the Customer makes such an objection on reasonable grounds and Autopilot is unable to modify the Services to prevent the Transfer to the additional Subprocessor, the Customer shall have the right to terminate the relevant Processing. In addition, Autopilot will impose on any Subprocessor the data protection obligations as set out in this Addendum. Where a Subprocessor fails to fulfil its data protection obligations, Autopilot shall remain fully liable to the Customer for the performance of the Subprocessor's obligations.
- b) Consistent with its obligations under the Privacy Shield Framework, Autopilot shall require that any Subprocessor self-certifies to the Privacy Shield Framework or another mechanism permitted by applicable

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EEA data protection law(s) for Transfers and Processing of Personal Data to a Third Country, or will ensure that any Subprocessor is obliged to provide adequate privacy and personal data protections for the Customer Personal Data that are no less protective than those required by the Privacy Shield Principles.

4. Transfers

- a) Customer instructs Autopilot to Transfer Customer Personal Data outside the EEA as required to perform the Services, as set forth in this Addendum.
- b) Autopilot has certified its adherence to the Privacy Shield Framework. Autopilot represents and warrants that (i) its Privacy Shield certification covers the Customer Personal Data that Autopilot receives or accesses in the United States, and that it will maintain its Privacy Shield certification throughout the term of the Agreement; (ii) it will process Customer Personal Data covered by Privacy Shield in accordance with Privacy Shield principles, including as relate to onward transfers; (iii) it will submit to the investigatory and other jurisdiction of the U.S. Federal Trade Commission and/or data protection authorities in the EU, to the extent that such investigatory and other jurisdiction would apply to Autopilot under the Privacy Shield Framework; and (iv) as applicable, based on the nature of the processing, it agrees to assist the Customer in responding to individuals exercising their rights under the Privacy Shield. Autopilot agrees to immediately notify the Customer if it determines that it can no longer meet its obligations under the Privacy Shield.

5. Personal Data Breaches

- a) Autopilot shall promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of Customer Personal Data. In accordance with GDPR Article 33, paras. (1) and (2), Autopilot will notify Customer without undue delay in the event of any Personal Data Breach.

6. Conflicting Terms

This Addendum supplements, and does not replace, any existing obligations related to the privacy and security of Customer Personal Data as already set forth in the Agreement. In the event of a conflict between the terms of this Addendum and the Agreement, Autopilot shall comply with the obligations that provide the most protection for Customer Personal Data, in particular, in terms of security. In the event of any conflict or inconsistency between the terms of the Agreement or this Addendum, and the terms of an agreement governing Transfer outside the EEA entered into pursuant to Section 4 herein, the applicable clauses of the agreement governing Transfer entered into Section 4 herein shall control.

7. Survival

Notwithstanding anything to the contrary in the Agreement, the obligations pursuant to this Addendum shall survive termination of the Agreement for as long as Autopilot holds or Processes Customer Personal Data on behalf of the Customer.

[Signature page follows]

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

CUSTOMER

AUTOPILOTHQ, INC.

Customer Name: OnQ Marketing

Quentin Aisbett

Signature: _____

Date: 05/15/2018

Print Name: Quentin Aisbett

Print Title: Director

quentin@onqmarketing.c

Michael Sharkey

Signature: _____

Date: 5/16/2018

Print Name: Michael Sharkey

Print Title: CEO

**Exhibit A:
Description of Processing of Customer Personal Data**

This Exhibit A includes certain details of the Processing of Customer Personal Data as required by GDPR Article 28(3).

Subject matter and duration of the Processing of the Personal Data

Autopilot's Processing of the Customer Personal Data is done in connection with the Customer's use of the Services. Customer allows Autopilot to retain Personal Data related to the Services beyond the termination of Services, but Autopilot agrees to delete any retained Personal Data at the request of the Customer (it being expressly understood that Customer has the ability to, and may at its discretion, export (return) all Customer Personal Data to Customer at any time).

The nature and purpose of the Processing of the Personal Data

Autopilot's Processing of the Customer Personal Data is done for the express purpose and to the extent necessary to provide the Services.

The categories of Data Subject to whom the Personal Data relates

Customers, employees and agents of Customers, and/or end users of Customers' services.

The types of Personal Data to be Processed

May include IP addresses, names, e-mail addresses, or other personal contact information uploaded to our Service by the Customer, or its employees and agents, or via the Customer's Sites and their use of our Services.

The obligations and rights of Customer

The obligations and rights of Customer and Autopilot are set out in the Agreement and in this Addendum.

**Exhibit B:
List of Approved Subprocessors**

Company	HQ Address	Support Contact	Location of Data	
			Uses Amazon Web Services?	Server Location
Amazon Web Services, Inc.	1200 12th Avenue South, Suite 1200, Seattle, WA 98144	https://aws.amazon.com/contact-us/	Yes	AWS East 1 (North Virginia)
MailUp, Inc.	450 Townsend St., San Francisco, CA 94107	support@beefree.io	Yes	EU-West (Ireland)
Cloudant, Inc	1 New Orchard Road Armonk, New York 10504-1722	https://www.ibm.com/support/home/	No	Toronto 1: Suite 130, Markham, ON, L3R 4B6, Canada
FullContact	1755 Blake St., Suite #450 Denver, Colorado 80202	support@fullcontact.com	Yes	US East 1 (North Virginia)
LiveChat, Inc.	One International Place, Suite 1400, Boston MA 02110-2619	https://www.livechatinc.com/kb/	No	Dallas, Texas
Lob, Inc.	185 Berry St #6100, San Francisco, CA 94107	support@lob.com	Yes	US West 20 (Oregon)
Rackspace US, Inc.	1 Fanatical Place City of Windcrest San Antonio, Texas 78218	https://www.rackspace.com/en-us/support	No	ORD Data Center (Chicago)
SendGrid, Inc.	1801 California Street, Denver, CO 80202	https://support.sendgrid.com/hc/en-us	No	East Coast (Virginia) & West Coast (Las Vegas)
Twilio Inc.	375 Beale St, Suite 300, San Francisco, CA 94105	support@twilio.com	No	East Coast (Virginia) & West Coast (Oregon)
Zendesk, Inc.	1019 Market St, San Francisco, CA 94103	support@zendesk.com	Yes	US West 20 (Oregon)

Signature Certificate

Document Ref.: 4OYLS-H2UGZ-BXHRN-V34ZH

Document signed by:

	<p>Quentin Aisbett Verified E-mail: quentin@onqmarketing.com.au</p> <p>IP: 218.214.101.117 Date: 15 May 2018 00:25:54 UTC</p>	<p><i>Quentin Aisbett</i></p> 
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Page 1 of 1



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