

THIS CUSTOMER DATA PROTECTION AGREEMENT (the "Agreement") is entered into between Expected Behavior, LLC, an Ohio limited liability company, ("Expected Behavior") on behalf of itself and Expected Behavior Affiliates and the Customer (as defined below) effective .

RECITALS

A. Customer is using one or more Services provided by Expected Behavior. A part of using the Services, Customer may be providing Personal Data controlled by Customer for processing by Expected Behavior.

B. Customer desires that Expected Behavior process Personal Data in compliance with EU Data Protection Law and Expected Behavior is willing to do so in its provision of the Services in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the good and valuable consideration contained herein, the receipt of which and sufficiency of which are hereby acknowledged by the parties hereto, and intending to be legally bound hereby, as of the date above, the parties agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 Affiliate. The term "*Affiliate*" means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of a party or the right to receive more than fifty percent (50%) of the profits or earning of the entity.

1.2 Customer. The term "*Customer*" means the customer using the Services and signing this agreement as the Customer.

1.3 Data Protection Law(s). The term "*Data Protection Law(s)*" means all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law.

1.4 EEA. The term "*EEA*" means the European Economic Area and includes the European Union, Iceland, Liechtenstein and Norway.

1.5 EU Data Protection Law. The term "*EU Data Protection Law*" 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 (the "Directive"); 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 (General Data Protection Regulation) ("GDPR").

1.6 Expected Behavior. The term "*Expected Behavior*" means Expected Behavior, LLC, an Ohio limited liability company, and/or any applicable Expected Behavior, LLC Affiliate.

1.7 Personal Data. The term "*Personal Data*" means information relating to an identified or identifiable natural person ("data subject"); 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 their physical, physiological, genetic, mental, economic, cultural or social identity. For the avoidance of doubt, Personal Data includes personally identifiable information.

1.8 Principles. The term "*Principles*" means the Privacy Shield Framework Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016 (as may be amended, superseded or replaced).

1.9 Privacy Shield Framework. The term "*Privacy Shield Framework*" means the EU-US Privacy Shield self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016

1.10 Process(ing). The term "*Process(ing)*" of Personal Data means any operation or set of operations which is performed upon Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure or dissemination, and erasure or destruction.

1.11 Security Incident. The term "*Security Incident*" means any unauthorized or unlawful breach of security leading to, or reasonably believed to have led to, the accidental or unlawful destruction loss, alteration, unauthorized disclosure or access to Personal Data.

1.12 Services. The term “*Services*” means any services provided by Expected Behavior and used by Customer, including, but not limited to, DocRaptor and Instrumental.

1.13 Subcontractor. The term “*Subcontractor*” means any third party (including any Agent's affiliate) engaged directly or indirectly by Agent to process any Personal Data relating to this Agreement and/or the Contracts. The term “*Subcontractor*” shall also include any third party appointed by a Subcontractor to process any Personal Data relating to this Agreement.

2. COMPLIANCE WITH THE PRINCIPLES

2.1 Expected Behavior Obligations. Expected Behavior will only Process Personal Data received from Customer as a Processor (as such term is defined in Data Protection Laws) on behalf of Customer. Expected Behavior will at all times process such Personal Data for the purposes of providing the Services to Customer and in accordance with Customer’s instructions and this Agreement.

2.2 Data Exports. Expected Behavior will at all times provide an adequate level of protection for the Personal Data received from Customer, wherever it is processed, in accordance with the requirements of Data Protection Laws.

To the extent Expected Behavior processes Personal Data under this Agreement that originates from EEA (including the United Kingdom) the parties acknowledge that Expected Behavior shall be deemed to provide adequate protection (within the meaning of Article 25 and 26 of Directive) for any such Personal Data by virtue of having self-certified its compliance with the Principles. Agent agrees to protect such Personal Data in accordance with the requirements of this Agreement, the Principles, and/or as Expected Behavior may otherwise require to ensure an adequate level of protection for such Personal Data in accordance with the requirements of Data Protection Laws.

2.3 Notice of Non-Compliance. If Expected Behavior determines that it can no longer meet its obligations under Section 2.2 above, Expected Behavior shall: (i) immediately notify Customer in writing and in such event, will work with Customer and promptly take all reasonable and appropriate steps to stop and remediate (if remediable) any processing until such time as the processing meets the level of protection as is required by Section 2.2 above; and (ii) immediately stop (and procure all sub-processors immediately cease) Processing all Personal Data, if in Customer’s sole discretion, Customer determines that Expected Behavior has not or cannot correct any non-compliance with Section 2.2 above in accordance with this Section 2.3 within a reasonable time frame.

2.4 Cooperation with Data Subjects. Expected Behavior shall reasonably cooperate with Customer to enable Expected Behavior to respond to any requests, complaints or other communications from data subjects and regulatory or judicial bodies relating to the processing of Personal Data, including requests from data subjects seeking to exercise their rights under Data Protection Laws. In the event that any such request, complaint or communication is made directly to Expected Behavior, Expected Behavior shall promptly pass this onto Customer and shall not respond to such communication without Customer’s express authorization unless required to do so by Data Protection Laws, in which case Expected Behavior shall only respond to the extent absolutely necessary to comply with such Data Protection Laws.

2.5 Sub-processing. Customer consents to Expected Behavior engaging Subcontractors to process Personal Data provided that; (i) Expected Behavior imposes substantially the same data protection terms on any Subcontractor it engages as contained in this Agreement; and (ii) Expected Behavior remains fully liable for any breach of this Agreement that is caused any act error or omission of such Subcontractor.

2.6 Security Measures. Expected Behavior will implement and maintain all appropriate technical and organizational security measures to protect from Security Incidents and to preserve the security, integrity and confidentiality of Personal Data (“*Security Measures*”). Such measures shall have regard to 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 data subjects.

2.7 Security Incidents. In the event of a Security Incident, Expected Behavior shall without undue delay inform Customer and provide written details of the Security Incident, including the type of data affected and the identity of affected person(s) as soon as such information becomes known or available to Expected Behavior. Further, Expected Behavior shall: (i) provide cooperation as Customer may require to fulfil its obligations under Data Protection Laws; and (ii) take such measures and actions as are appropriate to remedy or mitigate the effects of the Security Incident.

2.8 Term of Protection. Expected Behavior shall apply the protections set forth this Agreement for as long as Expected Behavior retains Personal Data pursuant to its provision of the Services).

2.9 Data Retention. Expected Behavior shall ensure that Personal Data is only retained in a form identifying, or making identifiable the individual during the term of this Agreement and shall return or permanently delete Personal Data (including an Personal Data processed by its Sub-Contractors) in accordance with applicable law when such Personal Data is no longer needed and/or upon Customer's request or upon termination or expiry of this Agreement. This requirement shall not apply to the extent that Expected Behavior is required by any applicable law to retain some or all of the Personal Data, in which event Expected Behavior shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

2.10 Audits. Customer may contact Expected Behavior to request an on-site audit of the architecture, systems and procedures relevant to the protection of Personal Data at locations where Personal Data is stored. Customer shall reimburse the Expected Behavior for any time expended by the Expected Behavior or its Subcontractors for any such on-site audit at the Expected Behavior's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Expected Behavior shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by the Expected Behavior, or its Subcontractors. Customer shall promptly notify Expected Behavior with information regarding any non-compliance discovered during the course of an audit.

2.11 Disclosure to Regulators. Expected Behavior and Customer shall cooperate in order to facilitate prompt response to all inquiries or requests from the U.S. Department of Commerce, any other regulator or governmental entity and all other inquiries or complaints regarding compliance with the Principles. Either party may provide a copy of this Agreement to the U.S. Department of Commerce, the U.S. Federal Trade Commission, the U.S. Department of State and any other regulator entitled to access in connection with the enforcement of the Principles.

2.12 Termination. Notwithstanding anything in this Agreement to the contrary, Expected Behavior may terminate the provision of Services to the Customer, in whole or in part.

2.13 Modifications. Data Protection Laws and the Principles may be updated or changed from time to time. In the event of any such changes, Expected Behavior may unilaterally change the terms of this Agreement in compliance with Data Protection Laws. Such changes shall take effect upon thirty (30) days advance written notice to Customer. Should Customer object to such a change to this Agreement, Customer's sole remedy is to cease using the Services.

3. **EFFECT**. The parties shall, at any time, and from time to time, use their reasonable best efforts to take, or cause to be taken, all appropriate action, and to do all things necessary, proper or advisable, to give effect to the terms of this Agreement, including, without limitation, executing and delivering any additional instruments, certificates or other documents.

4. **COUNTERPARTS**. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Agreement. The parties may execute and deliver signatures to this Agreement electronically, including by facsimile or portable document format (PDF) file.

5. **GOVERNING LAW**. To the extent required by applicable Data Protection Laws, this Agreement shall be governed by the law of the applicable jurisdiction. In all other cases, this Agreement shall be governed by the law of the same jurisdiction as the Contracts.

6. **ENTIRE AGREEMENT**. This Agreement, together with any agreements entered into by Customer related to the provision of the Services, contains the entire agreement and understanding between the parties concerning its subject matter. This Agreement supersedes all prior proposals, representations, agreements and understandings, written or oral, concerning its subject matter.

7. **CONFLICTS**. In the event of a conflict between the terms of this Agreement and the terms of any agreements entered into by Customer related to the provision of the Services, this Agreement shall control.

IN WITNESS WHEREOF, each party: (a) acknowledges that it has read and understood the terms of this Agreement; (b) agrees to be bound by this Agreement; and (c) has caused their duly authorized officers to execute this Agreement on their behalf as of the date set forth below.

EXPECTED BEHAVIOR, LLC

By:



By:

Name: Jonathon Fruchte

Title: Partner

Name:

Title: