SHORTSTACK

DATA PROCESSING ADDENDUM

(European Union GDPR)
(May 2018)

This Data Processing Addendum ("DPA") forms part of the Pancake Laboratories Inc, DBA ShortStack.com ("ShortStack) Terms and Conditions (https://www.shortstack.com/terms-and-conditions/), ShortStack Privacy Policy (https://www.shortstack.com/privacy-policy/) and other written or electronic agreement by and between ShortStack and its affiliates (collectively, "Pancake Laboratories, Inc" referred to herein as "Pancake") and the undersigned customer of ShortStack ("Customer") for the purchase of online services ("Services") from Pancake (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA has been pre-signed on behalf of Pancake.

2. The Standard Contractual Clauses in Schedule 2 have been pre-signed by Pancake as the data importer.

3. To complete this DPA, Customer must

   1. Complete the information and sign on pages 9 and 11;

   2. Complete the information as the data exporter on page 19; and

   3. Complete the information and sign as data exporter on pages 18 and 20.

4. Send the completed and signed DPA to Pancake by email, indicating the email address associated with your ShortStack.com account, to contact@shortstacklab.com.

Upon receipt by Pancake of signed DPA from Customer via email, this DPA will become legally binding.

DATA PROCESSING TERMS

In the course of providing the Services to Customer pursuant to the Agreement, Pancake may Process Personal Data on behalf of Customer. Both Pancake and Customer agree to comply with the following provisions with respect to any Personal Data submitted by or for Customer to Pancake or collected and processed by or for Customer using Pancake Services.

In connection with the Service, the parties anticipate that Pancake may process outside of the European Economic Area ("EEA") and United Kingdom, Personal Data in respect of which the Customer or any member of the Customer Group may be a data controller under applicable EU Data Protection Laws.

The parties agree that the obligations under this DPA that are specific to the GDPR shall not apply until the GDPR has come into full force and effect.

1. DEFINITIONS

    1.1. In this DPA, the following terms shall have meanings set below and cognate terms shall be constructed accordingly:

    1.1.1. "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.

    1.1.2. "Applicable Laws" means (a) European Union, the European Economic Area or member state, Switzerland and the United Kingdom, laws with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to EU Data Protection Laws and Regulations; and (b) any other applicable law with respect to any Customer Personal Data in respect of which any Customer Group Member is subject to any other Data Protection Laws and Regulations;

    1.1.3. "Customer Group" means Customer and 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 ("EEA") 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 Pancake, is not a "Customer" as defined under the Agreement.

    1.1.4. "Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

    1.1.5. "Customer Data" means what is defined in the Agreement as "Customer Data" or "Your Data."

    1.1.6. "Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, and, to the extent applicable, the data protection or privacy laws of any other country applicable to the Processing of Personal Data under the Agreement.

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

    1.1.8. "GDPR" means the General Data Protection 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.

    1.1.9. "Party" means either the Data Processor or Data Controller, and "parties" means both the Data Processor and Data Controller.

    1.1.10. "Personal Data" means any information about a natural person that is identified or identifiable to the natural person, either alone or in combination with other information, that Pancake will process or have access to as part of providing the

Services, including any such information that is created by means of the Services.

1.1.11. "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

1.1.12. "Processing" means any operation or set of operations which is performed upon Personal Data, including 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 of Personal Data.

1.1.13. "Processor" means the entity which Processes Personal Data on behalf of the Controller.

1.1.14. "Service Data" means any electronic data, communications or other materials, including Personal Data, which is collected, stored, transmitted or otherwise processed via Pancake Services, by, or on behalf of, Customer and Customer's end-users.

1.1.15. "Standard Contractual Clauses" means the clauses attached hereto as Schedule 2 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

1.1.16. "Subprocessor" means any Processor engaged by Pancake.

1.2. The terms, "Commission", "Member State", and "Supervisory Authority" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

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 when using the Service provided by Pancake, Customer is the Controller, Pancake is the Processor and that Pancake will engage Subprocessors pursuant to the requirements set forth in Section 5 "Subprocessors" 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. 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 accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3. Pancake's Processing of Personal Data. Pancake shall treat Personal Data as Confidential Information and shall Process Personal Data in a manner compliant with Data Protection Laws and Regulations and the requirements regarding the collection, use and retention of Personal Data of Data Subjects. Pancake will only process Personal Data to the extent necessary to

perform the Services in accordance with the Agreement and in accordance with Customer's written instructions. Chargify will not process Customer's personal data for any other purpose unless Customer specifically authorizes such purpose in writing.

2.4. Details of the Processing. The subject-matter of Processing of Personal Data by Pancake is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3.   RIGHTS OF DATA SUBJECTS

3.1. Data Subject Request. Pancake shall promptly notify Customer if Pancake receives a request from a Data Subject to exercise their rights under the Data Protection Laws and Regulations with respect to Personal Data (including access, rectification, restriction, deletion or portability of Personal Data, as applicable). Taking into account the nature of the request, Pancake shall assist Customer by appropriate technical and organizational measures, to the extent legally required, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. Failing such action by Customer to comply with the requests of the Data Subject, Pancake will fulfill the request, insofar as possible, within a reasonable time.

4.   PANCAKE PERSONNEL AND CONFIDENTIALITY

4.1. Confidentiality. Pancake shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and Service Data and have received appropriate training on their responsibilities.

4.2. Reliability. Pancake shall take commercially reasonable steps to ensure the reliability of any Pancake personnel who may have access to the Customer Personal Data or Service Data or Pancake personnel who may be engaged in the Processing of Personal Data.

4.3. Limitation of Access. Pancake shall ensure that Pancake's access to Personal Data and Service is limited to those Pancake personnel who need to know/access the relevant Personal Data and Service Data while performing Services in accordance with the Agreement.

4.4. Data Protection Officer. Pancake has appointed a data protection officer, who can be reached at contact@shortstacklab.com.

5.   SUBPROCESSORS

5.1. Appointment of Subprocessors. Customer acknowledges and agrees that Pancake may engage third-party Subprocessors in connection with the provision of the Services. Pancake has entered into a written agreement with each Subprocessor imposing on the Subprocessor the same obligations that apply to Processor with respect to the protection of Customer Data to

the extent applicable to the nature of the Services provided by such Subprocessor under this Agreement.

5.2. List of Current Subprocessors. Pancake shall make available to Customer the current list of Subprocessors for the Services identified in Schedule 3 (List of Current Subprocessors).

5.3. Notification of New Subprocessors. Customer may find on Pancake's Privacy Policy page (https://www.shortstack.com/privacy-policy/), a mechanism to subscribe to notifications of new Subprocessors for each applicable Service, to which Customer may subscribe. If Customer subscribes, Pancake shall provide notification of a new Subprocessor(s) before authorizing any new Subprocessor(s) to Process Personal Data in connection with the provision of the applicable Services. Notification will be supplied in the form of an email to the email address submitted when subscribing for notification alerts at https://www.shortstack.com/privacy-policy/.

5.4. Objection Right for New Subprocessors. Customer may object to Pancake's use of a new Subprocessor by notifying Pancake promptly in writing (via an email to contact@shortstacklab.com) within fifteen (15) business days after receipt of Pancake's notice sent in accordance with the mechanism set out in Section 5.3.

5.5. In the event Customer objects to a new Subprocessor, as permitted in the preceding sentence, the objection must be based on reasonable grounds (e.g. if the Controller proves that significant risks for the protection of its Personal Data exist at the Subprocessor). If Pancake and Customer are unable to resolve such objection, either party may terminate the Agreement by providing written notice to the other party. Customer shall receive a refund of any prepaid but unused fees for the period following the effective date of termination.

5.6. Liability. Where the Subprocessor fails to fulfill its data protection obligations, Pancake will remain liable to the Customer for the performance of such Subprocessor's obligations.

6.   OWNERSHIP OF SERVICE DATA

As between Customer and Pancake, Customer retains all right, title and interest in and to the Personal Data collected through use of the Service.

7.   SECURITY

7.1. Controls for the Protection of Customer Data. Pancake will implement and maintain the technical, physical, administrative and organizational measures to protect personal data against theft, unauthorized or unlawful acquisition, access, or processing, accidental loss, destruction, alteration, or damage as described in Schedule 2 - Appendix 2 of the DPA, as well as any other minimum security requirements required by laws generally applicable to Processors. Pancake will not materially decrease the overall security of the Services during a subscription term.

7.2. Third-Party Audits. The Parties acknowledge that Pancake uses external auditors to verify the adequacy of its security measures, including the security of the physical data centres from which Pancake provides its data processing services. This audit:

- will be performed at least annually;

- will be performed according to ISO 27001 standards or such other alternative standards that are substantially equivalent to ISO 27001;

- will be performed by independent third-party security professionals at Pancake's selection and expense; and

- will result in the generation of an audit report affirming that Pancake's data security controls achieve prevailing industry standards (including, without limitation, Service Organization Controls No. 2 (SOC2) in accordance with auditing standards in the Statements on Standards for Attestation Engagements No. 16 (SSAE16)) or such other alternative standards that are substantially equivalent to ISO 28001 ("Report").

Upon Customer's written request at reasonable intervals, Pancake shall make available to Customer that is not a competitor of Pancake (or Customer's independent, third-party auditor that is not a competitor of Pancake) a copy or a summary of Pancake's most recent Report, as applicable.

8. BREACH OF PERSONAL DATA SECURITY

8.1. After becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Pancake or its Subprocessors of which Pancake becomes aware (a "Customer Data Incident"), Pancake shall notify Customer without undue delay, within seventy-two (72) hours. Pancake shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as Pancake deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Pancake's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8.2. Pancake's notice shall include the following information to the extent it is reasonably available to Pancake at the time of the notice, and Pancake shall update its notice as additional information becomes reasonably available:

- the dates and times of the Customer Data Incident;

- the facts that underlie the discovery of the Customer Data Incident;

- a description of the Personal Data involved in the Customer Data Incident; and

- the measures planned or underway to remedy or mitigate the vulnerability giving rise to the Customer Data Incident.

9. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION
Upon Customer's request, Pancake shall provide reasonable assistance to Customer with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which Customer reasonably considers to be required of any

Customer Group Member by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Laws and Regulations, in each case solely in relation to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Pancake.

10. RETURN OR DESTRUCTION OF SERVICE AND COMPANY PERSONAL DATA

10.1. On termination of the Service Agreement upon the deletion of an account ("Termination of Service"), or on Customer's written request at any time, Pancake shall destroy any Service Data that is within its control.

10.2. Prior to the Termination of Service, Customer may export Service Data as a CSV file via their account.

10.3. Upon deletion of a list containing Personal Data collected by Customer through the Service, Service Data is destroyed within thirty (30) days.

10.4. Subject to Section 10.5, Customer may in its absolute discretion by written notice (via email) to Pancake at contact@shortstacklab.com within seven (7) days of the Termination of Service require Pancake to (a) return a complete copy of all Customer Personal Data to Customer; and (b) delete and procure the deletion of all other copies of Customer Personal Data Processed by Processor and any Subprocessor.

10.5. Processor and Subprocessors employed by Pancake may retain Customer Personal Data to the extent required by applicable laws and only to the extent and for such period as required by Applicable Laws and always provided that Pancake shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the Applicable Laws requiring its storage and for no other purpose.

11. DATA TRANSFERS

11.1. Transfers outside of Europe. In connection with the Service, the parties anticipate that Pancake will transfer outside of the European Economic Area ("EEA"), Switzerland and United Kingdom to Pancake's Services environment located in the United States and Process Personal Data in respect of which the Customer or any member of the Customer Group may be a data controller, under applicable Data Protection Laws and Regulations.

11.2. Transfer mechanisms for data transfers. With respect to this transfer, Customer is the "exporter" and Pancake is the "importer" of the personal data. Pancake makes available the transfer mechanisms as follows, in order of precedence as set our in Section 11.3, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

11.2.1. EU-US Privacy Shield Framework. Pancake has certified its adherence to the EU-US Privacy Shield Framework as administered by the U.S. Department of Commerce, and will maintain the certification for the term of the Services Agreement. Pancake will provide at least the level of privacy protection required by the Privacy Shield principles.

11.2.2. The Standard Contractual Clauses set forth in Schedule 2 to this DPA.

11.3. Order of precedence. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) Pancake's EU-U.S. Privacy Shield Framework self-certifications and (2) the Standard Contractual Clauses.

12. MISCELLANEOUS

12.1. GDPR. With effect from 25 May 2018, Pancake will Process Personal Data in accordance with the GDPR requirements directly applicable to Pancake's provision of its Services.

12.2. Legal effect. This DPA shall only become legally binding between Customer and Pancake when the steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

12.3. Modification of DPA. This DPA may not be amended or modified except through a written Agreement signed by both Parties hereto.

12.4. Duration. The DPA will remain in force as long as Pancake Processes Personal Data on behalf of Customer under the Agreement.

List of Schedules

Schedule 1: Details of the Processing

Schedule 2: Standard Contractual Clauses

Schedule 3: List of Current Subprocessors and their Locations

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER

Signature: _____

Customer Legal Name:_____

Print Name: _____

Title: _____

Date: _____

PANCAKE LABORATORIES, INC

Signature: _____

Print Name: _____James Belosic_____

Title: _____CEO_____

Date: _____May 20, 2018_____

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

Pancake will Process Personal Data as necessary to perform the Services pursuant to the Agreement.

Duration of Processing

Subject to Section 10 of the DPA, Pancake will Process Personal Data for the duration of the Agreement.

Categories of Data Subjects

The personal data transferred concern the following categories of data subjects:

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

- Data exporter's contacts and other end users including Data exporter's collaborators, customers, prospects, and suppliers (who are natural persons).

- Employees, agents, advisors, freelancers of data exporter (who are natural persons).

Type of Personal Data

The personal data transferred concern the following categories of data:

Personal Data, to the extent of which is determined and controlled by the Data exporter in its sole discretion, may be submitted, stored, sent, or received by end users via the Pancake Service submitted to the Pancake Services, and which may include, but is not limited to the following categories of Personal Data:

- First and last name

- Professional information (Title, Position, Employer)

- Contact information (email, phone, physical address)

- Personal life data

- Application integration data

- System Usage data

- Other electronic data

SCHEDULE 2: 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: _____

Address: _____

Tel.: _____

Fax: _____

Email: _____

Other information needed to identify the organization:_____

_____

(the data exporter)

And

Data importing organization:

Pancake Laboratories, Inc.

Address: 8565 Double R Blvd, Reno, Nevada 89511, USA

Email: contact@shortstacklab.com

(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the Contractual Clauses (the Clauses) found in schedule 2 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.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

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;

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;

d.   'the Subprocessor' means any processor engaged by the data importer or by any other Subprocessor of the data importer who agrees to receive from the data importer or from any other Subprocessor 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 Subprocessor 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 Subprocessor 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 Subprocessor 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 subprocessing 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 subprocessing, the processing activity is carried out in accordance with Clause 11 by a Subprocessor 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 subprocessing, 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 subprocessing, it has previously informed the data exporter and obtained its prior written consent;

i.   that the processing services by the Subprocessor will be carried out in accordance with Clause 11;

j.   to send promptly a copy of any Subprocessor 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 Subprocessor 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 Subprocessor 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 of 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 Subprocessor 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 Subprocessor 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 Subprocessor agrees that the data subject may issue a claim against the data Subprocessor 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 Subprocessor 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 Subprocessor, 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 Subprocessor preventing the conduct of an audit of the data importer, or any Subprocessor, 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

Subprocessing

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 Subprocessor which imposes the same obligations on the Subprocessor as are imposed on the data importer under the Clauses. Where the Subprocessor 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 Subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the Subprocessor 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 Subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing 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 subprocessing 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 Subprocessor 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 Subprocessor 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.

On behalf of the data exporter:

Name (written out in full): _____

Position: _____

Address: _____

Other information necessary in order for the contract to be binding (if any):

_____

_____

_____

Signature _____

On behalf of the data importer:

Name: James Belosic

Position: CEO

Address: 8565 Double R Blvd, Reno, Nevada, 89511, USA

Signature _____

Appendix 1 to the Standard Contractual Clauses

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

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix

Data exporter

The data exporter is: _____

Data exporter operates: _____

_____

_____

Data importer

The data importer is Pancake Laboratories, Inc.

Data importer operates a cloud-based marketing services platform, including online forms, contests and interactive marketing features. Further information can be found online at shortstack.com

Data subjects

The personal data transferred concern the following categories of data subjects:

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

- Data exporter's contacts and other end users including Data exporter's collaborators, customers, prospects, and suppliers (who are natural persons).

- Employees, agents, advisors, freelancers of data exporter (who are natural persons).

Categories of data

The personal data transferred concern the following categories of data:

Personal Data, to the extent of which is determined and controlled by the Data exporter in its sole discretion, may be submitted, stored, sent, or received by end users via the Pancake Service submitted to the Pancake Services, and which may include, but is not limited to the following categories of Personal Data:

- First and last name

- Professional information (Title, Position, Employer)

- Contact information (email, phone, physical address)

- Personal life data

- Application integration data

- System Usage data

- Other electronic data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

Data exporter may submit special categories of data to the Pancake Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information possibly revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

Processing operations

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

The data importer will host and process Personal Data in the course of providing its cloud-based Services to data exporter pursuant to the Agreement.

DATA EXPORTER

Name _____

Authorized Signature _____

DATA IMPORTER

Name _____ James Belosic _____

Authorized Signature _____

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):

Pancake observes the technical and organizational security measures found at https://www.shortstack.com/security-faqs/. Pancake reserves the right to modify or update these practices at its sole discretion provided that such modification and update does not result in a material degradation in the protection offered by these practices.

Schedule 3: List of Current Subprocessors and Their Locations

Amazon Web Services, Inc. -- Washington, USA

Zendesk, Inc -- California, USA

Mixpanel, Inc. -- California, USA

SendGrid, Inc. -- Colorado, USA

Chargify LLC -- Texas, USA

Salesforce.com, inc. (Heroku) -- Colorado, USA

ZFERRAL, INC dba Ambassador Software -- Michigan, USA