



SpatialChat

Data Processing Addendum

This Data Processing Addendum and its Annexes (the “**DPA**”) forms a part of the SpatialChat Terms of Service found at <https://spatial.chat/terms>, and reflects the parties’ agreement with respect to the Processing of Personal Data by SpatialChat on Customer’s behalf (in either case, the “**Agreement**”).

By signing the DPA, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purpose of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, SpatialChat may process certain Personal Data (such terms defined below) on behalf of Customer and where SpatialChat processes such Personal Data on behalf of Customer the Parties agree to comply with the terms and conditions of this DPA in connection with such Personal Data.

1. DEFINITIONS

- “**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.
- “**CCPA**” means the California Consumer Privacy Act and implementing regulations, as may be amended from time to time.
- “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.
- “**Controller Affiliate**” means any of Customer’s Affiliate(s) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and SpatialChat, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement.
- “**Customer**” means the entity that enters into the Agreement with SpatialChat for use of or access to the Services.
- “**Data Protection Laws**” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.



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- **“Data Subject”** means the identified or identifiable person to whom Personal Data relates.
- **“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 94/46/EC (General Data Protection Regulation).
- **“Parties”** means SpatialChat and Customer collectively and **“Party”** individually.
- **“Personal Data”** means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.
- **“Processing”** 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.
- **“Processor”** means the entity which processes Personal Data on behalf of the Controller.
- **“Services”** means the services provided by SpatialChat to the Customer under the Agreement.
- **“SpatialChat”** means the SpatialChat entity which is a party to this DPA, a company incorporated and constituted under the laws of Republic of Cyprus, as applicable.
- **“Standard Contractual Clauses”** means the agreement executed by and between Customer and SpatialChat and attached hereto as Exhibit A pursuant to the European Commission’s decision on 4 June 2021 on modernized standard contractual clauses under the GDPR for data transfers from controllers or processors in the EU/EEA (or otherwise subject to the GDPR) to controllers or processors established outside the EU/EEA (and not subject to the GDPR) which do not ensure an adequate level of data protection.
- **“Sub-Processor”** means any entity engaged by SpatialChat to process Personal data in connection with the Services.

2. PROCESSING OF PERSONAL DATA

2.1. Roles of the Parties.

Where Applicable Data Protection Laws provide for the roles of “controller”, “processor”, and “sub-processor”, the Parties acknowledge and agree that with regard to the Processing of Personal Data:

2.1.1. Where Customer is a Controller of the Personal Data covered by this DPA, SpatialChat shall be a Processor Processing Personal Data on behalf of the Customer.

2.1.2. Where Customer is a processor of the Personal Data covered by this DPA, SpatialChat shall be a sub-processor of the Personal Data and this DPA shall apply accordingly.

2.1.3. Where and to the extent SpatialChat Processes Personal Data as a data controller, the SpatialChat Privacy Policy, available at <https://spatial.chat/privacy>, will apply. SpatialChat will



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Process such data in compliance with Applicable Data Protection Laws and the Technical and Organizational Security Measures set out in Annex II of the Standard Contractual Clauses.

2.2. Details of the Processing.

2.2.1. *Subject matter.*

The subject matter of the Personal Data Processing is the provision of the Services by SpatialChat to Customer 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 Annex I.B of the Standard Contractual Clauses to this DPA.

2.2.2. *Customer Instructions.*

The Parties agree that this DPA and the Agreement constitute Customer's documented instructions regarding SpatialChat's processing of Customer Data (the "Documented Instruction").

3. GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Customer

4.1.1. Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of (i) the Personal Data provided to SpatialChat by or on behalf of Customer; (ii) how Customer acquired any such Personal Data; and (iii) the Instructions it provides to SpatialChat regarding the Processing of such Personal Data. SpatialChat shall immediately notify the Customer, wherein its opinion an instruction of the Customer infringes Applicable Data Protection Law and request that Customer withdraw, amend or confirm the relevant Instruction.

3.2. Processor

3.2.1. SpatialChat shall Process Personal Data on behalf of the Customer only (i) to perform the Agreement and as set out in Annex I.B of the Standard Contractual Clauses; (ii) under the terms and conditions outlined in this DPA and the SpatialChat Privacy Policy, available at <https://spatial.chat/privacy>, and (iii) any other documented instructions provided by Customer; including transfers of Personal Data to a third country or an international organization. Customer hereby instructs SpatialChat to Process Personal Data following the preceding and as part of any Processing initiated by Customer in its use of the Services, using means of processing that are reasonably necessary and proportionate to providing the Services. For the avoidance of doubt, SpatialChat shall not engage in the Sale of Personal Data.

3.2.2. SpatialChat shall within its capabilities assist Controller in fulfilling Controller's obligations under Art. 12 through 22 GDPR and Art. 32 to 36 GDPR. The costs thereof shall be borne by Controller.

3.2.3. At the choice of Controller, SpatialChat shall delete or return to Controller all personal data (including any data storage media) processed on Controller's behalf under this DPA after the end of the provision of Services and delete any existing copies unless applicable law requires SpatialChat to retain such personal data.

3.2.4. SpatialChat shall, to the extent legally permitted, promptly notify Customer if SpatialChat receives any request from a Data Subject to exercise Data Subject rights afforded to the Data Subject under applicable Data Protection Law in relation to Personal Data, including as applicable, the following: access, rectification, restriction of Processing, erasure ("right to be



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forgotten”), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a “Data Subject Request”). Taking into account the nature of the Processing, SpatialChat shall 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 as required by applicable Data Protection Laws.

4. SUB-PROCESSORS

4.1. Appointment of Sub-processors. Customer acknowledges and agrees that SpatialChat may engage third-party Sub-processors in connection with the provision of the Services. SpatialChat has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

4.2 List of Current Sub-processors. SpatialChat shall make available to Customer the current list of Sub-processors for the Services identified in Annex III of the Standard Contractual Clauses. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location.

4.3 Objection Right for New Sub-processors. Customer may object to SpatialChat’s use of a new Sub-processor by notifying SpatialChat promptly in writing within thirty (30) days after receipt of SpatialChat’s notice. Customer’s objection must be in writing and include any specific reasons for its objection and options to mitigate. If Customer does not object within such period, SpatialChat may continue to Process Personal Data.

4.4 Liability. SpatialChat shall be liable for the acts and omissions of its Sub-processors to the same extent SpatialChat would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

5. INTERNATIONAL TRANSFERS OF PERSONAL DATA FROM THE EU

5.1. Customer acknowledges and agrees that SpatialChat may transfer and process Personal Data anywhere in the world where SpatialChat, or its authorized Sub-processors maintain data processing operations. SpatialChat shall ensure that such transfers are made in compliance with Applicable Data Protection Law and this DPA.

5.2. Any transfer of Personal Data made subject to this DPA from member states of the European Union, the European Economic Area (Iceland, Liechtenstein, Norway), Switzerland or the United Kingdom to any countries where the European Commission has not decided that this third country or more specified sectors within that third country in question ensures an adequate level of protection, shall be undertaken, in particular, through the Standard Contractual Clauses set forth in Exhibit A to this DPA. Where the Standard Contractual Clauses apply, SpatialChat and Customer agree that:

5.2.1. Data importer means SpatialChat who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and terms of the Agreement and this DPA;

5.2.2. Data exporter means Customer who transfers the Personal Data to data importer;

5.2.3. SpatialChat may adopt a replacement data export mechanism (including any new version of or successor to the Standard Contractual Clauses or alternative mechanisms adopted pursuant to Applicable Data Protection Law) (“Alternative Transfer Mechanism”). So long as the Alternative Transfer Mechanism complies with Applicable Data Protection Law and extends to



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the territories to which Personal Data is transferred on behalf of the Customer, Customer agrees to execute documents and take other reasonably necessary actions to give legal effect to such Alternative Transfer Mechanism.

6. SECURITY MEASURES

6.1. Security Measures by SpatialChat. SpatialChat will implement and maintain appropriate technical and organizational security measures to protect against Personal Data Breaches and to preserve the security and confidentiality of Personal Data processed by SpatialChat on behalf of Customer in the provision of the Services (the “Security Measures”). The Security Measures are subject to technical progress and development. SpatialChat may update or modify the Security Measures from time to time provided that any updates and modifications do not result in material degradation of the overall security of the Services purchased by the Customer.

6.2 Security Measures by Customer. Customer is responsible for using and configuring the Services in a manner that enables Customer to comply with Data Protection Laws, including implementing appropriate technical and organizational measures.

6.3 Personnel. SpatialChat restricts its personnel from processing Personal Data without authorization (unless required to do so by applicable law) and will ensure that any person authorized by SpatialChat to process Personal Data is subject to an obligation of confidentiality.

7. ASSISTANCE, PERSONAL DATA BREACH AND AUDITS

7.1. SpatialChat shall maintain records sufficient to demonstrate its compliance with its obligations under this DPA.

7.2. SpatialChat (or third parties engaged by SpatialChat) audits its compliance against data protection and information security standards on a regular basis. The specific audits, and the data protection and information security certifications SpatialChat has achieved, will necessarily vary depending upon the nature of the Services in question. Upon Customer's written request, and subject to obligations of confidentiality, SpatialChat will make available to Customer a summary of its most recent relevant audit report and/or other documentation reasonably required by Customer which SpatialChat makes generally available to its customers, so that Customer can verify SpatialChat's compliance with this DPA.

7.3. In the event of a confirmed Personal Data Breach at SpatialChat, or at a Sub-Processor of SpatialChat, that relates to Customer's Personal Data, SpatialChat shall, without undue delay after becoming aware of a breach of personal data, inform Customer of the Personal Data Breach and take such steps as SpatialChat in its sole discretion deems necessary and reasonable to remediate such violation.

7.4. In the event of such a Personal Data Breach, SpatialChat shall, taking into account the nature of the Processing and the information available to SpatialChat, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under Applicable Data Protection Law with respect to notifying (i) the relevant Supervisory Authority and/or (ii) Data Subjects affected by such Personal Data Breach without undue delay.

7.5. The obligations described in Sections 7.3 and 7.4 shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer, except where required by Applicable Data Protection Law. SpatialChat's obligation to report or respond to a Personal Data Breach under Sections 7.3 and 7.4 will not be construed as an acknowledgement by SpatialChat of any fault or liability with respect to the Personal Data Breach.



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8. LIABILITY

8.1. Liability Cap. The total combined liability of either party and its Affiliates towards the other party and its Affiliates, whether in contract, tort or any other theory of liability, under or in connection with the Agreement, this DPA, and the Standard Contractual Clauses if entered into combined will be limited to limitations on liability or other liability caps agreed to by the parties in the Agreement, subject to Section 8.2 (Liability Cap Exclusions).

8.2 Liability Cap Exclusions. Nothing in Section 8.1 (Liability Cap) will affect any party's liability to data subjects under the third party beneficiary provisions of the Standard Contractual Clauses to the extent limitation of such rights is prohibited by the European Data Protection Legislation.

9. MISCELLANEOUS

9.1. This DPA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9.2. In the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, the provisions of this DPA will prevail regarding the parties' data protection obligations. In case of doubt as to whether clauses in such other agreements relate to the parties' data protection obligations, this DPA will prevail. The SCCs will prevail over any conflicting provision in this DPA. If any provision of this DPA is held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impaired.

9.3. To the extent that the CCPA applies, the Parties acknowledge that Customer is a Business and that Customer engages Supplier as a Service Provider. In accordance with the CCPA, Supplier shall: (a) neither sell Customer's Personally Identifiable Information ("PII") nor collect, retain, disclose or use Customer's PII for any purpose other than providing the Services; (b) implement and maintain appropriate measures to comply with a Consumer request to opt-out, access or erase Customer's PII; and (c) ensure that any other Service Provider that it engages to provide the Services complies with the Agreement, this DPA and all Applicable Data Protection Law.

9.4. Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

9.5. In the event of a change in Applicable Data Protection Law or a determination or order by a supervisory authority or competent court affecting this DPA or the lawfulness of any processing activities under this DPA, SpatialChat may make any amendments to this DPA as are reasonably necessary to ensure continued compliance with Applicable Data Protection Law and/or the processing instructions herein. Any amendments to this DPA shall be in writing duly signed by authorized representatives of the parties hereto.

9.6. The provisions of this DPA are severable. If any phrase, clause or provision or the Standard Contractual Clauses is invalid or unenforceable in whole or in part, such invalidity or unenforceability shall affect only such phrase, clause or provision, and the rest of this DPA or the remainder of the Agreement, which shall remain in full force and effect.

9.7. This DPA shall be governed by and construed in accordance with the governing law and jurisdiction provisions in the Agreement, unless required otherwise by Applicable Data Protection Law.



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IN WITNESS WHEREOF the DPA has been duly executed by the Parties on the date first above written.

[Signature page follows]

For the Data Controller:

For the Data Processor:

	SpatialChat Ltd.
Signature	Signature
Name	<u>Almas Abulkhairov</u> Name
Title	<u>Director</u> Title
Date	Date

APPENDICES:

- ***Exhibit A***

Standard Contractual Clauses



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EXHIBIT A

Standard Contractual Clauses

MODULE TWO: Transfer controller to processor

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these is to ensure compliance with the requirements of 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 (General Data Protection Regulation) (1) for the transfer of personal data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer') have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;



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- (ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);
- (iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);
- (iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18–Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18. Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

- (a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.
- (b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- (c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.



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SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organizational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter



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throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organizational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to that data (hereinafter ‘personal data breach’). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymization, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymization, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organizational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person’s sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter ‘sensitive data’), the data importer shall apply the specific restrictions and/or additional



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safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union (4) (in the same country as the data importer or in another third country, hereinafter ‘onward transfer’) if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter’s request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.
- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (a) The data importer shall not sub-contract any of its processing activities performed on behalf of the data exporter under these Clauses to a sub-processor without the data exporter’s prior specific written authorization. The data importer shall submit the request for specific authorization at least 15 days prior to the engagement of the sub-processor, together with the information necessary to enable the data exporter to decide on the authorization. The list of sub-processors already authorized by the data exporter can be found in Annex III. The Parties shall



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keep Annex III up to date.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorized to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organizational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorized to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:



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- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
- (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organization or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.
- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (a) The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.



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(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorizing access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorizing access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards (12);

(iii) any relevant contractual, technical or organizational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.



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(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g., technical or organizational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary, with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much



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relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimization

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).



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(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17 Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of Republic of Cyprus.

Clause 18 Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.



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(b) The Parties agree that those shall be the courts of Republic of Cyprus.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.



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ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.	Name: Address: Contact person's name, position and contact details: Activities relevant to the data transferred under these Clauses: Signature and date: Role (controller/processor):
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Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.	Name: SpatialChat Ltd. Address: Digeni Akrita, 1, Blue Ocean Building, Mezzanine floor, 3035, Limassol, Cyprus Contact person's name, position and contact details: Hanna Venäläinen, Legal Counsel privacy@spatial.chat Activities relevant to the data transferred under these Clauses: The personal data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities: <ul style="list-style-type: none">• Storage and other processing necessary to provide, maintain, and update the Services provided to Customer;• To provide customer and technical support to Customer; and• Disclosures in accordance with the Agreement, as compelled by law. Signature and date: Role (controller/processor): Processor
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B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Individuals about whom Personal Data is provided to SpatialChat via the Services by (or at the direction of) Customer or Customer's end-users, which may include without limitation



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Customer's employees, contractors, and end-users.

Categories of personal data transferred

Type of Personal Data: Depending on Customer's use of the Services, Personal Data provided to SpatialChat via the Services by (or at the direction of) Customer or Customer's end users: contact information such as name, last name, email address, company name, title, position, IT information (IP addresses, cookies, location, and browser data). Information related to invoices or payments made for the SpatialChat Services.

SpatialChat does not request or require any sensitive or special categories of personal data for provision of the Services.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Depending of the term of the Agreement

Nature of the processing

SpatialChat will Process Personal Data on behalf of Customer for the purposes of providing the Services in accordance with the Agreement.

Purpose(s) of the data transfer and further processing

Providing the Services in accordance with the Agreement

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The Term of the Agreement plus the period until SpatialChat deletes all Personal Data processed on behalf of Customer in accordance with the Agreement.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Providing of Services, the term of the Agreement

C. COMPETENT SUPERVISORY AUTHORITY



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Identify the competent supervisory authority/ies in accordance with Clause 13

The Office of the Commissioner for Personal Data Protection

Office address:

Iasonos 1, 1082 Nicosia, Cyprus

Postal address

P.O.Box 23378, 1682 Nicosia, Cyprus

Tel: +357 22818456

Fax: +357 22304565

Email: commissionerdataprotection.gov.cy



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ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Description of the technical and organizational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Description of the technical and organizational measures put in place by SpatialChat to implement and comply with the requirements stipulated in Article 32 and Article 25 (2) 3rd sentence GDPR.

6. Confidentiality

Confidentiality in the sense of Article 32 (1) (b) in conjunction with Recital 39 and 83 of the GDPR is sufficiently ensured if unauthorized persons have no access to the data and cannot use the data or the devices with which they are processed and the data are also protected against unauthorized or unlawful processing and against accidental loss in accordance with Article 5 (1) (f) of the GDPR.

- Security locks
- Manual locking system
- User account for each employee
- Password management (complexity, length, rotation etc.) appropriate to the purpose is implemented
- Authentication with password
- Regulations when employees leave the company
- Allocation of administrator rights to a minimum number of persons
- disk encryption
- Separation of production, staging, and test environment system

7. Integrity

Integrity within in the sense of Article 32 (1) (b) in conjunction with Article 5 (1) (f) of the GDPR is ensured when data is protected against accidental loss, accidental destruction or accidental damage, i.e. the data is complete, unchanged and intact.

- Secure https:// connection
- Packet Filter Firewall
- Automated update processes for operating systems, applications and services

8. Availability



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Availability in the sense of Article 32 (1) (b) of the GDPR is ensured if the data can be used at any time for its intended purpose. In addition, according to Article 32 (1) (c) of the GDPR, the ability to quickly restore the availability of and access to the data in the event of a physical or technical incident must exist.

- Backup and recovery concept (Backup & Recovery)
- Automated creation of data backups (backup)
- Avoidance of local data storage
- Automatic notification system in case of failure

9. Resilience

According to Article 32 (1) (b), resilience must be ensured on a permanent basis and relates to systems and services in connection with the processing of personal data.

- Automatic notification system when max. load is reached

10. Accountability and proof of effectiveness

Accountability according to Art. 5(2) GDPR is fulfilled if the controller can demonstrate compliance with the principles for the processing of personal data. Irrespective of this, pursuant to Art. 32 (1) (d) GDPR, he must be able to regularly review, assess and evaluate the effectiveness of the technical and organizational measures to ensure the security of the processing. In addition, pursuant to Recital 87 of the GDPR, he or she must be able to determine immediately whether a personal data breach has occurred in order to be able to inform the supervisory authority and the data subject without delay.

- Documentation of existing IT infrastructure
- Documentation on programs and applications used
- Documentation of the destruction or return of data carriers and documents after completion of an order
- Logging of failed access attempts
- Securing the log data against change and loss
- User ID-related logging
- Random checks on the effectiveness of certain measures



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ANNEX III LIST OF SUB-PROCESSORS

The controller has authorized the use of the following sub-processors:

Name of the Sub-processor	Services	Location
Amazon Web Services	On-demand cloud computing platform	Ireland
Heroku	PaaS that enables developers to build, run and operate applications entirely in the cloud	United States
Sentry	Application monitoring platform intended for diagnose, fix, and optimization of the code's performance	United States
Zendesk	Customer service software company	United States
Stripe	Online payment processing for internet businesses	Ireland
Twilio	Cloud communication platform allows make and receive phone calls, send and receive text messages, and perform other communication functions	United States
Sendgrid	Customer communication platform for transactional and marketing email	United States
Agora	Real-Time Engagement platform	United States
FB Analytics	Allows to understand and optimize customer journey	United States
Google Analytics	A web analytics service that tracks and reports website traffic, as a platform inside the Google Marketing Platform	United States
Cloudflare	Web infrastructure and website security company that provides content	United States



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	delivery network services, DDoS mitigation, Internet security, and distributed domain name server services	
Amplitude	Collection and further analysis of traffic	United States