

**URBAN AIRSHIP DATA PROCESSING ADDENDUM
with EU Standard Contractual Clauses**

(Revised September 2017)

This Data Processing Addendum ("Addendum") forms part of the Master Subscription Agreement or the online Terms of Subscription Service (the "Agreement") between the customer named in the signature line below ("Customer") and Urban Airship to reflect the parties' agreement with regard to the Processing of Personal Data in connection with Customer's use of the Urban Airship SaaS platform identified in the Agreement (the "Service"), in accordance with the requirements of Data Protection Laws. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Customer enters into this Addendum on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Authorized Affiliates, if and to the extent Urban Airship processes Personal data for which such Authorized Affiliates qualify as data controller. For the purposes of this Addendum only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates.

In the course of providing the Service to Customer pursuant to the Agreement, Urban Airship may Process Personal Data on behalf of Customer, and the Parties agree to comply with the following provisions, each acting reasonably and in good faith.

HOW TO EXECUTE THIS ADDENDUM:

1. This Addendum consists of two parts: the main body of the Addendum and the Standard Contractual Clauses attached as Attachment 1 (including Appendices 1 and 2).
2. This Addendum and the Standard Contractual Clauses have been pre- signed by Urban Airship, as the data processor and data importer.
3. To complete this Addendum and the Standard Contractual Clauses, Customer must:
 - a. Complete the information in the signature box and sign the Addendum.
 - b. Complete the information regarding the data exporter on the first page of the Standard Contractual Clauses.
 - c. Complete the information in the signature box and sign the Standard Contractual Clauses and Appendices 1 and 2.
4. Submit the completed and signed Addendum to Urban Airship via email at privacy@urbanairship.com. Upon receipt of the validly completed Addendum at this email address, this Addendum will become legally binding.

HOW THIS ADDENDUM APPLIES:

If the Customer entity signing this Addendum is a party to the Agreement either by having executed a Master Subscription Agreement or an Order Form that references the online Terms of Subscription Service, this Addendum is an addendum to and forms part of the Agreement.

If the Customer entity signing this Addendum is neither a party to an Order Form nor the Agreement, this Addendum is not valid and is not legally binding. Such entity should request that the Customer entity that is a party to the Agreement executes this Addendum. Notwithstanding the foregoing, this Addendum applies to the benefit of any of Customer's Affiliates to the extent that Customer authorizes any such Customer Affiliate to use the Service.

This Addendum shall not replace any additional rights relating to Processing of Customer Data previously negotiated by Customer in the Agreement (including any existing data processing Addendum to the Agreement).

DATA PROCESSING TERMS

In the course of providing the Service to Customer pursuant to the Agreement, Urban Airship may Process Personal Data on behalf of Customer. Urban Airship agrees to comply with the following provisions with respect to Personal Data, if any, submitted by or for Customer to the Service or Processed by or for Customer using the Service.

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.

"Authorized Affiliate" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Service pursuant to the Agreement between Customer and Urban Airship, but has not signed its own Order Form with Urban Airship and is not a "Customer" as

defined under the Agreement.

“Customer Data” has the meaning assigned to that term in the Agreement.

“Data Controller” means the entity which determines the purposes and means of the Processing of Personal Data. Customer is the Data Controller with respect to Customer Data.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller. Urban Airship, including its Affiliates, is the Data Processor with respect to Customer Data.

“Data Protection Laws” means EU Data Protection Laws and, and to the extent applicable, the data protection or privacy laws of any other country.

"EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

“GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of the 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data as applicable as of 25 May 2018, as may be amended from time to time.

“Request” means a written request from a Data Subject to exercise his/her specific data subject rights under the Data Protection Laws in respect of Personal Data.

“Security Measures” means the Security Measures applicable to the specific Service purchased by Customer, as updated from time to time, and included in Appendix 2 of the Standard Contractual Clauses.

“Standard Contractual Clauses” means the agreement executed by and between Customer and Urban Airship and attached hereto as Attachment 1 pursuant to the European Commission’s decision of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

“Sub-processor” means any Data Processor engaged by Urban Airship.

“Urban Airship” means Urban Airship, Inc., a company incorporated in Delaware, and Urban Airship UK Limited, a company registered in England and Wales.

The terms, "Data Subject", "Member State", "Personal Data", "Processing" 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, Customer is the Data Controller, Urban Airship is a Data Processor. Customer instructs Urban Airship to Process Customer’s Personal Data directly and/or using Sub-processors, as reasonably necessary for the provision of the Service and consistent with the Agreement.

2.2 Customer’s Processing of Personal Data. Customer shall, in its use of the Service, 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 and uses Personal Data.

2.3 Urban Airship's Processing of Personal Data. Urban Airship shall only Process Personal Data on behalf of and in accordance with Customer’s instructions for the period set out in the Agreement and shall treat Personal Data as Confidential Information. For purposes of Clause 5(a) of the Standard Contractual Clauses, the following are deemed instructions by Customer to Urban Airship to Process Personal Data: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Account Users in their use of the Service; (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; and (iv) Processing in accordance with all configuration of the Service by or for Customer.

3. RIGHTS OF DATA SUBJECTS

3.1 Correction and Deletion. To the extent Customer, in its use of the Service, does not have the ability to correct, amend, block or delete Personal Data, as required by Data Protection Laws, Urban Airship shall comply with any commercially reasonable Request by Customer to facilitate such actions to the extent Urban Airship is legally permitted to do so. To the extent legally permitted, Customer shall be responsible for any costs arising from Urban Airship’s provision of such assistance.

3.2 Data Subject Requests. Urban Airship shall, to the extent legally permitted, promptly notify Customer if it receives a Request from a Data Subject for access to, correction, amendment, rectification, porting or deletion of that person's Personal Data. Urban Airship shall not respond to any such Data Subject Request without Customer's prior written consent except to confirm that the Request relates to Customer.

3.3 Co-operation and Assistance. Urban Airship shall provide legally necessary and reasonable co-operation and assistance to the Customer with any Requests received from Data Subjects of the Customer in relation to the processing of Personal Data under this Addendum, to the extent legally permitted and to the extent Customer does not have access to such Personal Data through its use of the Service. If legally permitted, Customer shall be responsible for any costs arising from Urban Airship's provision of such assistance.

4. URBAN AIRSHIP PERSONNEL

Urban Airship shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. Urban Airship shall ensure that such confidentiality obligations survive the termination of the personnel engagement. Urban Airship shall ensure that Urban Airship's access to Personal Data is limited to those personnel who require such access to perform the Agreement.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) Urban Airship's Affiliates may be retained as Sub-processors; and (b) Urban Airship may engage third-party Sub-processors in connection with the provision of the Service. Urban Airship has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Service provided by such Sub-processor. Urban Airship shall make available to Customer the current list of Sub-processors for the Service by posting that list online at <https://www.urbanairship.com/legal/security-overview>.

5.2 Objection Right for new Sub-processors. If Customer has a reasonable basis to object to Urban Airship's use of a new Sub-processor, Customer shall notify Urban Airship promptly in writing within 10 business days after receipt of Urban Airship's notice regarding such new Sub-processor. In the event Customer objects to a new Sub-processor(s) on a reasonable basis, Urban Airship will use reasonable efforts to work in good faith with Customer to find an acceptable, reasonable, alternate solution. If the parties are not able to agree to an alternate solution within a reasonable time (no more than 90 days), Customer may terminate the applicable Order Form(s) in respect only to the specific Service which cannot be provided by Urban Airship without the use of the objected-to new Sub-processor, by providing written notice to Urban Airship.

6. SECURITY

6.1 Controls for the Protection of Personal Data. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Urban Airship shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, the measures described in the Security Measures.

6.2 Third-Party Certifications and Audits. Urban Airship 's Sub-processors have obtained the third-party certifications and audits set forth in the Security Measures. Upon Customer's written request at reasonable intervals, Urban Airship shall provide a copy of a Sub-processor' then most recent third-party audits or certifications, as applicable, or any summaries thereof, that such Sub-processor generally makes available to its customers at the time of such request.

6.3 Audits. The parties agree that the audits described in Clause 5(f), Clause 11 and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Urban Airship shall make available to Customer information regarding the Urban Airship 's compliance with the obligations set forth in this Addendum in the form of the third- party certifications and audits set forth in the Security Measures. Customer may contact Urban Airship in accordance with the "Notices" Section of the Agreement to schedule an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse Urban Airship for any time expended for any such on-site audit at the Urban Airship 's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Urban Airship shall mutually agree upon the scope, timing, and duration of the audit. Customer shall promptly notify Urban Airship with information regarding any non-compliance discovered during the course of an audit.

7. SECURITY BREACH MANAGEMENT AND NOTIFICATION

Urban Airship maintains security incident management policies and procedures specified in the Security Measures and shall, to the extent permitted by law, notify Customer without undue delay of any actual unauthorized disclosure of Customer Data, including Personal Data, by Urban Airship or its Sub-processors of which Urban Airship becomes aware (a "Security Breach") and provide details of the Security Breach to the Customer. To the extent such Security Breach is caused by a violation of the requirements of this Addendum by Urban Airship, Urban Airship shall identify and remediate the cause of such Security Breach.

8. DELETION OF CUSTOMER DATA

Urban Airship shall delete Customer Data in accordance with the procedures and timeframes specified in the Agreement and the Data Retention Schedule available online at: <https://docs.urbanairship.com/reference/general/#data-retention-schedule>. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by Urban Airship to Customer only upon Customer's written request.

9. CO-OPERATION, ASSISTANCE AND RECORDS OF PROCESSING

9.1 Co-operation and Assistance. Urban Airship shall provide reasonable assistance, information and cooperation to the Customer to ensure compliance with the Customer's obligations under Data Protection Laws.

9.2 Records of Processing. Urban Airship shall make available to the Customer on request in a timely manner such information as is reasonably required by the Customer to demonstrate Urban Airship's compliance with its obligations under Data Protection Law and under this Addendum.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this Addendum, and all Addenda between Authorized Affiliates and Urban Airship, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all Addenda together.

For the avoidance of doubt, Urban Airship's and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each Addendum shall apply in the aggregate for all claims under both the Agreement and all Addenda established under the Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such Addendum.

11. STANDARD CONTRACTUAL CLAUSES

The Standard Contractual Clauses will apply to the Processing of Personal Data by Urban Airship in the course of providing the Service. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses in Attachment 1, the Standard Contractual Clauses shall prevail.

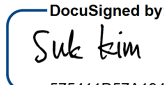
12. LEGAL EFFECT

This Addendum shall only become legally binding between Customer and Urban Airship when the formalities steps set out in the Section "HOW TO EXECUTE THIS ADDENDUM" above have been fully completed.

CUSTOMER

URBAN AIRSHIP, INC.

Signature: _____

Signature:  _____
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Customer Legal Name: _____

Legal Name: Urban Airship, Inc. _____

Name of Person Signing: _____

Suk Kim
Name of Person Signing: _____

Title: _____

VP, General Counsel
Title: _____

Date: _____

9/19/2017
Date: _____

ATTACHMENT 1 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 organisation: _____

Address: _____

Tel.: _____

fax: _____

e-mail: _____

Other information needed to identify the organisation:

(the data exporter)

And

Name of the data importing organisation: Urban Airship, Inc.

Address: 1417 NW Everett St., Suite 300, Portland, Oregon 97209, USA

Tel.: + 1 855-385-3155;

fax: + 1 971-717-6243;

e-mail: privacy@urbanairship.com

Other information needed to identify the organisation: Not applicable

(the data importer)

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

HAVE AGREED on the following Contractual Clauses (the Clauses) 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.

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 and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(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 organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised 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 organisational 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, unauthorised 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 organisational 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 unauthorised access, and

(iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised 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 or 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..... (stamp of organisation)

On behalf of the data importer:

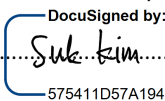
Suk Kim

Name (written out in full): _____

Position: VP, General Counsel

Address: 1417 NW Everett St.,
Portland, OR 97209, USA

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

Signature..... (stamp of organisation)

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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 contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased a subscription to the Service on the basis of one or more Order Form(s).

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Data Importer is Urban Airship, Inc., a provider of SaaS solutions which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement and the Order Form(s), and Urban Airship’s Affiliates, as applicable.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Service, 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 Account User's login information to the Service
- Users of data exporter’s digital assets, such as mobile applications

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data exporter may Process Personal Data via the Service, the extent of which is determined and controlled by the data exporter in its sole discretion, which may include, but is not limited to the following categories of Personal Data: Push tokens, First and last names, Email addresses, Online identifiers, Location data

Special categories of data (if appropriate)

Data exporter is contractually prohibited from Processing via the Service any sensitive personal data or “special classes of data” as defined in the EU Data Protection Laws as well as any individual financial data, credit or debit card numbers, government issued identification numbers, or data relating to criminal history.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The objective of Processing of Personal Data by data importer is the performance of the Service pursuant to the Agreement and the Order Form(s).

DATA EXPORTER

Name: _____

Authorised Signature _____

DATA IMPORTER

Chris Ciandrini VP Operations & Security

Name: _____

Authorised Signature _____

DocuSigned by:

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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 organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Service, as described in the Security Measures document accessible via <https://www.urbanairship.com/legal/security-overview> or otherwise made reasonably available by data importer.

DATA EXPORTER

Name: _____

Authorised Signature _____

DATA IMPORTER

Name: Chris Ciandrini VP Operations & Security

Authorised Signature  _____
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