Insightly, Inc. Data Processing Addendum

1. Introduction

This Data Processing Addendum ("**Addendum**") is an integral part of the Insightly Terms of Service , Privacy Policy and any Professional Services Agreement (the "**Terms**"), which together with any exhibits, form the "**Agreement**" between Insightly, Inc. ("**Insightly**") and the customer who entered into the Terms of Service ("**Customer**"). This Addendum governs the manner in which Insightly shall process Customer Personal Data (as defined below) and shall be effective as of the date both parties sign this Addendum. In the event of a conflict between the Agreement, including any exhibits, and this Addendum, the provision imposing the stricter data protection requirements of any conflicting provision shall control.

Capitalized terms have the meaning given to them in the Agreement, unless otherwise defined below.

2. Definitions

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

a) "**Applicable Data Protection Law(s)**" means the relevant data protection and data privacy laws, rules and regulations to which the Customer Personal Data are subject. "Applicable Data Protections Law(s)" shall include, but not be limited to, the Privacy Shield Principles and requirements and to the EU General Data Protection Regulation (2016/679), when it becomes effective on May 25, 2018 (the "**GDPR**").

b) "**Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of personal data.

c) "**Customer Personal Data**" means Personal Data pertaining to Customer's users or employees located in the European Union and received or collected by Insightly. The Customer Personal Data and the specific uses of the Customer Personal Data are detailed in Schedule 1, as required by the GDPR.

d) "**Personal Data**" shall have the meaning assigned to the terms "personal data" or "personal information" under Applicable Data Protection Law(s).

e) "**Privacy Shield**" collectively means the EU - US Privacy Shield Framework established by the US Department of Commerce and the European Commission and the Swiss-U.S. Privacy Shield Framework established by the U.S. Department of Commerce and the Swiss Administration.

f) "**Process**," "**Processes**," "**Processing**," "**Processed**" means any operation or set of operations which is performed on data or sets of data, whether or not by automated 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.

g) "**Processor**" means a natural or legal person, public authority, agency or other body which Processes Customer Personal Data subject to this Addendum.

h) "**Security Incident(s)**" means the unauthorized access, use or disclosure of Customer Personal Data.

i) "**Third Party(ies)**" means Insightly authorized contractors, agents, vendors and third party service providers (i.e., sub-processors) that Process Customer Personal Data.

3. Data Handling and Access

a) General Compliance. Customer Personal Data shall be Processed in compliance with the terms of this Addendum and all Applicable Data Protection Law(s).

b) Insightly and Third Party Compliance. Insightly agrees to (i) enter into a written agreement with Third Parties regarding such Third Parties' Processing of Customer Personal Data that imposes on such Third Parties data protection and security requirements for Customer Personal Data that are compliant with Applicable Data Protection Law(s); and (ii) remain responsible to Customer for Insightly's Third Parties' (and their sub-processors if applicable) failure to perform their obligations with respect to the Processing of Customer Personal Data.

c) Authorization to Use Third Parties. To the extent necessary to fulfill Insightly's contractual obligations under the Agreement or any Statement of Work, Customer hereby authorizes (i) Insightly to engage Third Parties and (ii) Third Parties to engage sub-processors. Any transfer of Customer Personal Data shall comply with all Applicable Data Protection Law(s). Insightly will provide Customer any records of Processing of Customer Personal Data that Processors are required to maintain and provide under Applicable Data Protection Law(s).

d) Right to Object to Third Parties. Insightly shall include a list of approved Third Parties as of the effective date of this Addendum in Schedule 2. Thereafter, upon request, Insightly shall make available to customer an updated list of Third Parties. Customer may object to any new Third Party within thirty (30) days of receipt of the updated list, such that Insightly will either (a) instruct the Third Party to cease any further processing of Customer Personal Data, in which event this Addendum shall continue unaffected, or (b) allow Customer to terminate the part of the service performed under the Agreement that cannot be performed by Insightly without use of the objectionable Third Party. If Customer does not object, the new Third Party shall be deemed accepted and Insightly may continue to use it.

e) Following Instructions. Insightly shall Process Customer Confidential Data only in accordance with the written instructions of Customer or as specifically authorized by this Addendum, or the Agreement. Insightly will, unless legally prohibited from doing so, inform Customer in writing if it reasonably believes that there is a conflict between Customer's instructions and applicable law or otherwise seeks to Process Customer Personal Data in a manner that is inconsistent with Customer's instructions.

f) Confidentiality. Any person authorized to Process Customer Personal Data must agree to maintain the confidentiality of such information or be under an appropriate statutory or contractual obligation of confidentiality.

g) Personal Data Inquiries and Requests. Insightly agrees to comply with all reasonable instructions from Customer related to any requests from individuals exercising their rights in Personal Data granted to them under Applicable Data Protection Law(s) ("**Privacy Request**"). At Customer's request and without undue delay, Insightly agrees to assist Customer in answering or complying with any Privacy Request.

4. EU - U.S. Compliance

a) Cross-Border Data Transfer Mechanism. Customer will operate as a data Controller and Insightly will operate as a data Processor Processing Customer Personal Data only as necessary for the limited and specified purposes identified in this Addendum and/or the Agreement. Insightly has certified its compliance with Privacy Shield, and Insightly and Customer will use Privacy Shield as the adequacy mechanism supporting the transfer and Processing of Customer Personal Data.

b) Prior Consultation. Insightly agrees to provide reasonable assistance at Customer's expense to Customer where, in Customer's judgement, the type of Processing performed by Insightly is likely to result in a high risk to the rights and freedoms of natural persons (e.g., systematic and extensive profiling, Processing sensitive Personal Data on a large scale and systematic monitoring on a large scale, or where the Processing uses new technologies) and thus requires a data protection impact assessment and/or prior consultation with the relevant data protection authorities.

c) Demonstrable Compliance. Insightly agrees to keep records of its Processing in compliance with Applicable Data Protection Law(s) and provide such records to Customer upon reasonable request to assist Customer with complying with supervisory authorities' requests.

d) Notice of Non-Compliance. Insightly shall promptly notify Customer if it can no longer meet its obligations under this Section 4.

5. Information Security Program

Insightly agrees to implement appropriate technical and organizational measures designed to protect Customer Personal Data as required by Applicable Data Protection Law(s) (the "**Information Security Program**"). Further, Insightly agrees to regularly test, assess and evaluate the effectiveness of its Information Security Program to ensure the security of the Processing.

6. Audits

Upon request from Customer and at Customer's expense, Insightly agrees to reasonably cooperate with Customer for the purpose of verifying Insightly's compliance with Applicable Data Protection Law(s).

7. Data Retention and Deletion upon Termination

Upon termination of the Agreement, Customer will be able to (with Insightly's assistance if needed) delete the Customer Personal Data in Insightly's possession or control by removing all Customer Personal Data from the Insightly Service and deleting its account. At Customer's discretion, either directly, or with the assistance of Insightly, Customer shall have the opportunity to first export all Customer Personal Data before deleting its account. The foregoing requirement will not apply to the extent Insightly is required by applicable law to retain some or all of the Customer Personal Data, or to Customer Personal Data that is archived on Insightly's back-up systems. With regards to such Customer Personal Data on Insightly's back-up systems, Insightly will stop Processing and destroy or deidentify such data according to its data retention policies, except to the extent required by applicable law.

8. Security Incident

a) Security Incident Procedure. Insightly will deploy and follow policies and procedures to detect, respond to, and otherwise address Security Incidents including procedures to (i) identify and respond to suspected or known Security Incidents, mitigate harmful effects of Security Incidents, document Security Incidents and their outcomes, and (ii) restore the availability or access to Customer Personal Data in a timely manner.

b) Notice. Insightly agrees to provide prompt written notice without undue delay and within the time frame required under Applicable Data Protection Law(s) to Customer if a known Security Incident has taken place. Such notice will include all available details required under Applicable Data Protection Law(s) for Customer to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives.

Company Name:_____	**Company Name: Insightly, Inc.**
Signature:_____	Signature: Raju Menon
Name:_____	Name: Raju Menon
Title:_____	Title: Vice President, Engineering
Date:_____	Date: May 15th, 2018

ps: please email this fully executed contract to dpa-submissions@insightly.com

Schedule 1 to the Insightly Data Processing Addendum

1.1 Subject Matter of Processing	The subject matter of Processing is the Insightly Service pursuant to the Agreement.
1.2 Duration of Processing	The Processing will continue until the expiration or termination of the Agreement.
1.3 Categories of Data Subjects	Includes the following : • With respect to Personal Data stored by Customer using the Insightly Service: - Any type of category of Data Subjects stored at the discretion of Customer as allowed under the Agreement • With respect to Customer's authorized users of the Insightly Service, categories of Data Subjects include: - Employees, agents, advisors, partners (any category of authorized users) - Any category of Data Subjects stored at the discretion of Customer which may be conveyed via a support request by Customer
1.4 Nature and Purpose of Processing	The purpose of Processing of Customer Personal Data by Insightly is the performance of the Insightly Service pursuant to the Agreement.
1.5 Types of Personal Data	Includes the following: • With respect to Personal Data stored by Customer using the Insightly Service: - Any type of Personal Data stored at the discretion of Customer as allowed under the Agreement • With respect to Customer's authorized users of the Insightly Service, Personal Data may include: - Authorized user identification data (notably account name, user name, payment information, email address. Also may include address and telephone number) - Any type of Personal Data stored at the discretion of Customer which may be conveyed via a support request by Customer as allowed under the Agreement

Schedule 2 to the Insightly Data Processing Addendum

Third Parties as of the effective date of this Addendum:

Third Parties of the Insightly Service which may Process Customer Personal Data on behalf of Insightly:

1. Google Inc
2. Amazon Web Services
3. Stripe
4. Recurly
5. Profitwell
6. Pendo
7. Zendesk
8. Marketo
9. Raygun
10. Papertrail
11. Salesloft
12. Drift
13. Zoom
14. SendGrid
15. New Relic

A list of Processor's current Authorized Subcontractors (the "List") is available at https://www.insightly.com/subprocessors/ (such URL may be updated by Processor from time to time). At least ten (10) days before enabling any third party other than Authorized subprocessors to access or participate in the processing of Personal Data, Processor will add such third party to the List and notify Controller of that update via email. Controller may object to such an engagement in writing within ten (10) days of receipt of the aforementioned notice by Controller.