Sendbird Corporate Customer Data Processing Agreement

Effective as of September 15, 2022

Ver 1.0

Sendbird, Inc. ("Sendbird" or "us" or "our") serves enterprises, public sector entities and other organizations ("Customers") and protects Customer Data in compliance with the terms of this Corporate Customer Data Processing Agreement ("DPA"). Customer Data means personal data relating to named or identifiable individuals that Customer's authorized users upload to our servers in compliance with applicable law and our applicable service agreement or other commercial contract terms ("Contract") when Customer's use our remote access software-as-a-service offerings and related data processing services as described in our Instructions and Technical Specifications document as amended from time to time ("Services").

1.   Control and Ownership. Customers own and control all Customer Data. Sendbird does not use Customer Data, except: (a) in the interest and on behalf of the Customer; (b) as necessary to provide the Services, or (c) as contemplated or directed by the Contract. Sendbird returns or deletes Customer Data at Customer's request, as agreed in the Contract, or after the Contract expires or is terminated. Sendbird reserves all rights to the Services, Sendbird 's technology and Sendbird's data, including any information that Sendbird discovers, creates or derives as it provides Services, except Customer Data.

2.   Security. Sendbird applies technical, administrative and organizational data security measures that meet or exceed the requirements described in Sendbird's then-current Instructions and Technical Specifications document or published product documentation as applicable (collectively, "TOMS"). Sendbird may update and modify its TOMs from time to time, provided that Sendbird must not reduce the level of security provided thereunder, except with Customer's consent or with 90 days prior written notice (or sooner if required to avoid or mitigate a security incident).

3.   Cooperation with Compliance Obligations. At Customer's reasonable request, Sendbird will (a) reasonably assist Customer with data access, deletion, portability and other requests, subject to compensation for any custom efforts required of Sendbird, and (b) enter into additional contractual agreements to meet specific requirements that are imposed by mandatory laws on Customer pertaining to Customer Data and that, due to their nature, can only be satisfied by Sendbird in its role as service provider or that Customer specifically explains and assigns to Sendbird in an addendum or amendment to the applicable Contract, subject to additional cost reimbursement or fees as appropriate. At Customer's request, Sendbird will agree to EU Standard Contractual Clauses for cross-border transfers to processors. If Customer can no longer legally use Sendbird 's products due to changes in law or technology, Sendbird shall allow Customer to terminate certain or all contracts and provide transition or migration assistance as reasonably required, subject to termination charges and fees as mutually agreed in good faith by the parties.

4.   Submit to Audits. Sendbird submits to reasonable data security and privacy compliance audits and shares audit report results with Customer. Sendbird also offers a customer audit program subject to reasonable precautions and safeguards for the data of other customers.

5.   Notify Breaches. Sendbird notifies Customer of unauthorized access to Customer Data and other security breaches as required by applicable law.

6.   No Information Selling or Sharing for Cross-Context Behavioral Advertising. Sendbird does not accept or disclose any Customer Data as consideration for any payments, services or other items of value. Sendbird does not sell or share any Customer Data, as the terms "sell" and "share" are defined in the California Consumer Privacy Act of 2018, as amended, including by the California Privacy Rights Act ("CCPA"). Sendbird processes Customer Data only for the business purposes specified in the written Contract. Sendbird does not retain, use, or disclose Customer Data (a) for cross-context behavioral advertising, or (b) outside the direct business relationship with the Customer. Sendbird does not combine Customer Data with other data if and to the extent this would be inconsistent with limitations on service providers under the CCPA.

7.   EEA Personal Data: With respect to any Customer Data that is subject to the EU General Data Protection Regulation (GDPR) or similar laws of other countries as "personal data," Sendbird accepts the following obligations as a data importer, processor or subprocessor of Customer:

> (a) processes the personal data only on documented instructions from the controller, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by European Union or EU Member State law to which the processor is subject; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest; also, the processor shall immediately inform the controller if, in its opinion, an instruction infringes the GDPR, national data protection laws in the EU or other applicable law;

(b) ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) takes all measures required pursuant to Article 32 of the GDPR (security of processing);

(d) respects the conditions referred to in paragraphs 2 and 4 of Article 28 of the GDPR for engaging another processor;

(e) taking into account the nature of the processing, assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR, including, without limitation, right to access, rectification, erasure and portability of the data subject's personal data; (for the avoidance of doubt, processor shall only assist and enable controller to meet controller's obligations to satisfy data subjects' rights, but processor shall not respond directly to data subjects)

(f) assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR (Security of personal data) taking into account the nature of processing and the information available to the processor;

(g) at the choice of the controller, deletes or returns all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;

(h) makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

8.   Integration. This DPA is binding on Sendbird if and to the extent it is expressly agreed or incorporated by reference in a duly signed Contract. This DPA shall not create third party beneficiary rights. Sendbird does not accept or submit to additional requirements relating to Customer Data, except as specifically and expressly agreed in writing with explicit reference to the Contract and this DPA.