DATA PROCESSING AGREEMENT

This Agreement is entered into by and between:

(1) _____, a company formed in _____ with its address at _____ for itself and its affiliates (each, a "**Data Controller**"); and

(2) Client Instant Access, a US Limited Liability Company (a "**Data Processor**") that entered into telecom services agreement(s) ("**Customer Contracts**") with a Data Controller.

(3) Data Controller will comply with each obligation of Data Controller in this agreement. Data Processor will comply or, where services are provided by an affiliate of Data Processor under a Customer Contract with Data Controller's group, shall procure the compliance with Data Processor's obligations under this Agreement by the relevant affiliate.

1. Definitions

1.1 The following definitions apply for the purposes of this Agreement:

"**Applicable Data Protection Laws**" means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated, re-enacted or replaced from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a party to this Agreement is subject, including: (i) any national laws implementing 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; (ii) once in effect, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; and (iii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector;

"**Data Subject**", "**Personal Data**", "**Process**", "**Processed**" or "**Processing**" shall each have the meaning as set out in the GDPR;

"**Regulator**" means the data protection supervisory authority which has jurisdiction over Data Controller's Processing of Personal Data; and

"**Third Countries**" means all countries outside of the scope of the data protection laws of the European Economic Area ("**EEA**"), excluding countries approved as providing adequate protection for Personal Data by the European Commission from time to time, which at the date of this Agreement include Andorra, Argentina, Canada, Faroe Islands, Guernsey, Isle of Man, Israel, Jersey, New Zealand, Switzerland and Uruguay.

2. General

2.1 Data Controller has appointed Data Processor to provide telecom services to Data Controller. To the extent that Data Processor will store and Process Personal Data of Data Controller in the course of providing such services, this Agreement is being put in place to ensure that Data Processor Processes Data Controller furnished Personal Data on Data Controller's instructions and in compliance with Applicable Data Protection Laws.

2.2 Depending on the services provided under the Customer Contracts and to the extent Data Processor Processes Personal Data on behalf of Data Controller in providing those services, the Personal Data:

2.2.1 will be subject to the following Processing activities; storage of media (e.g. back up tapes) which contain Personal Data, and disposal of hardware and media including wiping of Personal Data; access to hardware on which Personal Data is stored to perform hardware maintenance; and storage of access data to enable Data Processor to verify access to its facilities;

2.2.2 will be Processed for the term of the Customer Contracts between Data Controller and Data Processor;

2.2.3 concerns the following categories of Data Subjects: employees, customers, or other individuals doing business with Data Processor, or whose information Data Processor stores on its IT systems; and

2.2.4 includes the following categories of data: Personal Data relating to the categories of Data Subjects set out above.

3. Data Processor's Obligations

3.1 To the extent Data Processor Processes Personal Data on behalf of Data Controller, it shall:

3.1.1 Process the Personal Data only on documented instructions from Data Controller, including with regard to transfers of Personal Data to Third Countries or an international organization, unless required to Process such Personal Data by Union or Member State law to which Data Processor is Subject; in that case, Data Processor will inform Data Controller of that legal requirement before Processing unless that law prohibits this information on important grounds of public interest.

3.1.2 ensure that its personnel authorized to Process the Personal Data are under an appropriate contractual or statutory obligation of confidentiality;

3.1.3 implement appropriate technical and organizational security measures, including, as appropriate, (i) the pseudonymisation of Personal Data; (ii) ensuring the ongoing confidentiality, integrity, availability and resilience of Processing systems and services; (iii) restoring the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (iv) regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing;

3.1.4 taking into account the nature of the Processing, assist Data Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Data Controller's obligation to respond to requests for exercising the Data Subject's rights laid down in the Applicable Data Protection Laws;

3.1.5 promptly notify Data Controller in writing upon becoming aware of any improper, unauthorized, or unlawful access to, use of, or disclosure of, or any other event which affects the availability, integrity or confidentiality of Personal Data which is Processed by Data Processor under or in connection with this Agreement. Data Processor will provide Data Controller with all information necessary for the compliance with Data Controller's obligations pursuant to Applicable Data Protection Laws;

3.1.6 assist Data Controller in ensuring compliance with the obligations to (i) implement appropriate technical and organizational security measures; (ii) notify (if required) Personal Data breaches to Regulators and/or individuals; and (iii) conduct data protection impact assessments and, if required, prior consultation with Regulators;

3.1.7 at the choice of Data Controller, delete or return all the Personal Data to Data Controller after the end of the provision of services relating to Processing, and delete existing copies of the Personal Data unless Union or Member State law requires storage of the Personal Data;

3.1.8 make available to Data Controller all information necessary to demonstrate compliance with the obligations laid down in this clause 3 and Applicable Data Protection Laws, and allow for and contribute to audits, including inspections, conducted by Data Controller or another auditor mandated by Data Controller.

3.2 Data Processor will immediately inform Data Controller if, in Data Processor's opinion, an instruction of Data Controller infringes the Applicable Data Protection Laws.

4. International Transfers

4.1 Data Processor will not Process data in, or transfer Personal Data to, Third Countries without the prior written approval of Data Controller:

4.1.1 except where Data Processor has executed the Standard Contractual Clauses (Controller to Processor) as set out in the Commission Decision of 5 February 2010 (C (2010) 593) (Model Clauses), as amended, with Data Controller and Data Processor ensures that such transfer and processing is compliant with the terms of the Model Clauses.

5. Sub-Processing

5.1 Data Controller hereby grants Data Processor general written authorization to engage the sub-processors or as notified to Data Controller from time to time, and on the condition that Data Processor inform Data Controller in writing of any intended changes concerning the addition or replacement of relevant sub-processors. Data Controller will have 14 days from the date of receipt of the notice to approve or reject the change. If Data Controller does not object in this time period, the sub-processor will be deemed accepted. If Data Controller rejects the replacement sub-processor, Data Processor may terminate the services relying on the replacement sub-processor with immediate effect on written notice to Data Controller.

5.2 Data Processor is responsible under the Applicable Data Protection Laws for the acts or omissions of its sub-processors.

This Agreement may be executed electronically and in any number of counterparts, each of which is an original and all of which evidence the same agreement between the parties. Except for matters covered by this Agreement, this Agreement is subject to the terms of the applicable Customer Contracts.

Accepted and agreed to this _____ day of _____ _____ by the following authorized representatives of the parties:

Signature: _____
Name: _____
Date: _____
On behalf of Data Controller

Signature: _____
Name: Michael Priore
Date: May 25, 2018
On behalf of Data Processor

* Please send fully executed copy to ciallc@callcia.com attention to: Michael Priore, Contract Coordinator

Subject line of email should include "Client Name / Account # / GDPR compliance"