<div align="center">**DATA PROCESSING AGREEMENT**</div>

[CUSTOMER] ("**Customer**"), on behalf of itself, and for the benefit of its Affiliates, has contracted with Showbie, Inc. ("**Vendor**") (maker of Socrative), to perform certain processing functions on behalf of the Customer pursuant to an agreement entered into between them dated [insert date] ("**Services Agreement**"), including the processing of Personal Data (as defined in the Definitions section below).

1. Introduction

This agreement is made in light of the requirements set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "**GDPR**") and applicable Data Protection Legislation (as that term is defined below). Definitions used in this agreement shall have the same meaning as set out in the GDPR. This agreement is based on the requirements set out in article 28 of the GDPR.

The purpose of this Agreement is to ensure that Vendor provides the services under the Services Agreement ("**Services**") to Customer in a manner that complies with the Data Protection Legislation.

2. General

In respect of the parties' rights and obligations under this Agreement regarding the Personal Data, the parties hereby acknowledge and agree that Customer is the "**Data Controller**" and Vendor is the "**Data Processor**" and accordingly Vendor agrees that it shall process all Personal Data in accordance with its obligations pursuant to this Agreement.

The Data Processor guarantees that has appropriate technical and organizational measures in place to meet the requirements of the GDPR and ensure protection of the rights of the data subject.

3. Engagement of Sub-Processors

The Data Processor shall not engage another processor without prior specific or general written authorization of the Data Controller. In case of general written authorization, the Data Processor shall inform the Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Where the Data Processor engages another processor (sub-processor) for carrying out specific processing activities on behalf of the Data Controller, the same data protection obligations as set out this processor agreement or other legal act between the Data Controller and the processor as referred to in article 28, paragraph 3, of the GDPR, shall be imposed on that other processor (sub-processor) by way of contract or other legal act under Union or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the GDPR. Where that other processor (sub-processor) fails to fulfil its data protection obligations, the initial Data Processor shall remain fully liable to the Data Controller for the performance of that other processor's (sub-processor's) obligations.

Data Controller agrees that Data Processor is engaging these sub-processors and hereby provides general authorization for Data Processor to engage any sub-processors to provide similar or related services. Data Controller shall provide Data Processor with at least 14 days' prior notice of any new sub-processors.

4. Subject-Matter

The parties have entered into a Services Agreement under which Vendor is providing quizzing software

services to Customer and its end users. The duration of the processing will be the term of the Services Agreement.

5. Nature and Purpose of the Processing

The performance of the Services will involve the processing of Personal Data as follows:

    (a) The categories of Personal Data to be processed are first name, last name, and email address.
    (b) The duration of the processing will be until the earliest of (i) expiry/termination of the Services Agreement or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Services Agreement (to the extent applicable);
    (c) The nature of the processing will be collection, analysis, storage of Personal Data to allow Vendor to provide the Services;
    (d) The processing is necessary for the provision of the Services under the Services Agreement;
    (e) The categories of data subjects are teachers and students.

6. Compliance with Controller's Instructions and International Transfers

The Data Processor shall process the Personal Data only on documented instructions from the Data Controller, including any transfer of data to a third countries or international organizations.

If, in the performance of this Agreement, Data Processor is located outside of the European Economic Area or transfers any Personal Data received from or on behalf of Data Controller to any third party (which shall include without limitation any affiliates of Data Processor) where such third party is located outside the European Economic Area, Data Processor shall in advance of any such transfer ensure that the transfer is permitted under the GDPR , which may include:

    (a) the requirement for Data Processor to execute or procure that the third party execute Standard Contractual Clauses for transfers from Data Controllers to Data Processors approved by the Commission pursuant to Decision 2010/87/EU, as amended by Commission Implementing Decision (EU) 2016/2297 and attached hereto;
    (b) the requirement for the third party to be certified under the Privacy Shield framework; or
    (c) the existence of any other specifically approved safeguard for data transfers (as recognized under the GDPR) and/or a European Commission finding of adequacy.

7. Confidentiality

The Data Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality by way of a written agreement or are under an appropriate statutory obligation of confidentiality.

8. Security of Processing

The Data Processor shall implement appropriate technical and organizational measures in accordance with article 32 of the GDPR to ensure a level of security appropriate to the risk, including as appropriate:

    (a) the pseudonymization and encryption of data;
    (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
    (d) a process for regularly testing, accessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

9. Requests by Data Subjects

As further set out in Chapter III of the GDPR, data subject has certain rights (e.g. information and access to Personal Data, rectification and erasure, restriction of processing, data portability, right to object and automated individual decision-making). The Data Controller is obliged to facilitate the exercise of these data subject rights under articles 15 to 22 of the GDPR. The Data Processor shall assist the Data Controller by appropriate technical and organizational measures for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR.

10. Security of Processing, Personal Data Breach, Impact Assessment and Prior Consultation

As further set out in articles 32 to 36 of the GDPR, Data Controller has certain obligations (e.g. notification of data breach to the supervisory authority, communication of data breach to the data subject, making a data protection impact assessment and prior consultation with the supervisory authority in certain cases).

The Data Processor shall notify the Data Controller, without undue delay, of any actual or suspected data breaches and in all other aspects assist the Data Controller in ensuring compliance with articles 32 to 36 of the GDPR. In particular, the Data Processor shall promptly provide the Data Controller with full cooperation and assistance in respect of the data breach and all information in Data Processor's possession concerning the data breach, including the following:

      (a) the probable cause and consequences of the breach;
      (b) the categories of Personal Data involved;
      (c) a summary of the probable consequences for the relevant data subjects;
      (d) a summary of the unauthorized recipients of the Personal Data; and
      (e) the measures taken by Data Processor to mitigate any damage.

11. Return and Deletion of Personal Data

The Data Processor shall, at the choice of Data Controller, delete or return all the personal data to the Data Controller at the end of the provision of services relating to processing, and delete any existing copies unless Union or Member State law requires storage of the personal data.

12. Audit, Compliance and Duty to Inform

The Data Processor shall maintain written records of all categories of processing activities carried out on behalf of the Data Controller.

The Data Processor shall make available to the Data 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 Data Controller or another auditor mandated by the Data Controller. Data Processor shall immediately inform the Data Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

If Data Controller believes that an on-site audit is necessary, Data Processor agrees to give Data Controller access to Data Processor's premises (subject to any reasonable confidentiality and security measures at a mutually acceptable time), and to any stored Personal Data and data processing programs it has on-site. Data Controller is entitled to have the audit carried out by a third party

13. No additional compensation

The Data Processor's compensation is being included in the services charges set out in the Services Agreement referred above, and the Data Processor shall thus not be entitled to any additional compensation for carrying out its obligations under this Addendum.

14. Governing law and dispute resolution

The governing law and dispute resolution clause set out in the Services Agreement referred to above shall also be applicable to this Data Processing Agreement, provided that to the extent required by Applicable Law, this Addendum shall be governed by the laws of Ireland.

15. Definitions

"**Data Controller**" has the meaning set out in the Data Protection Legislation;

"**Data Processor**" has the meaning set out in the Data Protection Legislation;

"**Data Protection Legislation**" means all privacy laws applicable to any Personal Data processed under or in connection with this Agreement, including, without limitation, the Data Protection Directive 95/46/EC (as the same may be superseded by the General Data Protection Regulation 2016/679 (the "GDPR")), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time;

"**Personal Data**" has the meaning set out in the Data Protection Legislation and relates only to personal data of which Customer is the Data Controller and in relation to which the Vendor is providing the Services under the Services Agreement;

"**process**" and other derivations such as "processed" and "processing" means any use of or processing applied to any Personal Data and includes "processing" as defined in the Data Protection Legislation;

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Acknowledgement

Acknowledged by:

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[School/company name]

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[First name, last name]

_____

[Title]

_____

[Signature]

_____

[Date]

Showbie, Inc.

Colin Bramm

CEO and Cofounder