

AGM@Convene Data Processing Addendum

Posted: August 24, 2020

Effective: August 24, 2020

Usage Note: This Data Processing Addendum is applicable if Convene processes any personal data on Your, the Customer or End User's behalf when performing its obligations under the Agreement (as defined below), and that You, the Customer or End Users are subject to applicable data protection laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom such as the EU General Data Protection Regulation.

For questions, please contact dataprocessing@conveneagm.com.

This Data Processing Addendum (“**DPA**”) forms a part of the AGM@Convene Subscription Agreement, AGM@Convene Terms of Service as published in <https://www.azeusconvene.com/convene-eagm/terms>, AGM@Convene End User Terms of Service as published in <https://www.azeusconvene.com/convene-eagm/end-user-terms>, or other written or electronic agreement between Convene and You (defined below) for the use or subscription of AGM@Convene services, unless You have entered into a superseding written purchase or subscription agreement with Convene, in which case, it forms a part of such written agreement (in either case, the “**Agreement**”). This DPA shall vary any existing data protection provisions that apply to the processing of Your Personal Data in the manner and to the extent specified in this DPA.

By registering for an account or using any of the Services, You enter into this DPA on behalf of yourself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of other Controller(s) including its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “You”, where you are a company or organisation instead of an individual, shall include You yourself and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, Convene may Process certain Personal Data (such terms defined below) on behalf of You, and where Convene Processes such Personal Data on behalf of You, the parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

IF YOU DO NOT AGREE WITH THIS DPA, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THIS DPA ON BEHALF OF YOUR COMPANY, CORPORATION, PARTNERSHIP, ASSOCIATION, OR ANY OTHER ENTITY OR PERSON FOR WHICH/WHOM YOU PURPORT TO BE AN AGENT, EMPLOYEE OR REPRESENTATIVE (COLLECTIVELY REFERRED HEREAFTER AS “ORGANIZATION”), YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.

HOW THIS DPA APPLIES TO YOU AND YOUR AFFILIATES:

If the Customer entity or You entering into this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement.

If the Customer entity or You entering into this DPA has executed an Order Form with Convene pursuant to the Agreement, but is/are not itself/yourself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms.

If the Customer entity or You entering into this DPA is neither a party to an Order Form nor an Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity or the person who is a party to the Agreement executes this DPA.

1. DEFINITIONS

“Convene” means the Convene and/or Azeus entity that entered into the Agreement.

“Azeus Group” means Convene and/or Azeus and its Affiliates.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Controller Affiliate” means, where you are a company or an organisation instead of an individual, any of Your Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between You and Convene, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Convene processes Personal Data for which such Affiliate(s) qualify as the Controller.

“Customer” means the company or organization that entered into the Agreement with Convene.

“Your Data” means Content or other information (such as emails, messages or data) submitted by You or End Users to the Services or to Convene in relation to the Agreement (such as seeking helpdesk or technical support).

“Data Protection Laws” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“EU GDPR” means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means any information that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws and is submitted as Your Data.

“Privacy Shield” means – with regard to Controllers located within the EEA, the European Union / United States Privacy Shield arrangement; with regard to Controllers located in Switzerland, the Switzerland / United States Privacy Shield arrangement.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic 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.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Standard Contractual Clauses” or sometimes also referred to as the “EU Model Clauses”, means the Standard Contractual Clauses for the Transfer of Personal Data to Processors Established in Third Countries pursuant to Commission Decision 2010/87/EU of 5 February 2010 or any successor document issued by the European Commission.

“Sub-processor” means any entity engaged by Convene or a member of the Azeus Group to Process Personal Data in connection with the Services.

“Supervisory Authority” means an independent public authority which is established by an EU Member State pursuant to the EU GDPR.

“Technical and Organizational Measures” means Convene’s Technical and Organizational Measures, as updated from time to time, and currently accessible at <https://www.azeusconvene.com/convene-eagm/legal/tech-and-org-measures.pdf>.

“**Third Country Processor**” means any Processor incorporated outside the UK, European Economic Area (EEA) and outside any country for which the European Commission has published an adequacy decision as published at http://ec.europa.eu/justice/data-protection/internationaltransfers/adequacy/index_en.htm .

“**Third Country Sub-processor**” means any Sub-processor incorporated outside the UK, European Economic Area (EEA) and outside any country for which the European Commission has published an adequacy decision as published at http://ec.europa.eu/justice/data-protection/internationaltransfers/adequacy/index_en.htm .

“**You**”, “**you**”, “**Your**” or “**your**” has the same meaning as defined in the AGM@Convene Terms of Service or AGM@Convene End User Terms of Service, or has the meaning of “Customer” (as applicable).

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, You are the Controller, Convene is the Processor and that Convene or members of the Azeus Group will engage Sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below. If You is not the sole Controller of the Personal Data, it agrees that it has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of Your Personal Data by Convene as set out in this DPA.

2.2 Your Processing of Personal Data. You shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Laws. You shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which You acquired Personal Data.

2.3 Convene’s Processing of Personal Data. As Your Processor, Convene shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by End Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by You (e.g., via emails or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the “**Purpose**”). Convene acts on behalf of and on the instructions of You in carrying out the Purpose.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by Convene is the Purpose. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Exhibit A (Description of Processing Activities) to this DPA.

3. RIGHTS OF DATA SUBJECTS

3.1 Data Subject Requests. Convene shall, to the extent legally permitted, promptly notify You if Convene receives any requests from a Data Subject to exercise the following Data Subject rights: access, rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, objection to the Processing, or to not be subject to an automated individual decision making (each, a “**Data Subject Request**”). Taking into account the nature of the Processing, Convene shall assist You by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Your obligation to respond to a Data Subject Request under applicable Data Protection Laws.

In addition, to the extent You, in your use of the Services, does not have the ability to address a Data Subject Request, Convene shall, upon Your request, provide commercially reasonable efforts to assist You in responding to such Data Subject Request, to the extent Convene is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, You shall be responsible for any costs arising from Convene’s provision of such assistance, including any fees associated with provision of additional functionality.

If a Data Subject brings a claim directly against Convene or its Affiliates for a violation of their Data Subject rights, You will indemnify Convene or its Affiliates for any cost, charge, damages, expenses or loss arising from such a claim, to the extent that Convene or its Affiliates has notified You about the claim and given You the opportunity to cooperate with Convene or its Affiliates in the defense and settlement of the claim. Subject to the terms of the Agreement, You may claim from Convene amounts paid to a Data Subject for a violation of their Data Subject rights caused by Convene's breach of its obligations under the Data Protection Laws.

4. SUB-PROCESSORS

- 4.1 Appointment of Sub-processors.** You acknowledge and agree that (a) Convene's Affiliates may be retained as Sub-processors; and (b) Convene and Convene's Affiliates respectively may engage third party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, Convene or an Convene Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor.
- 4.2 List of Current Sub-processors and Notification of New Sub-processors.** A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is accessible via <http://www.azeusconvene.com/convene-egam/legal/egam-subprocessors.pdf> ("Sub-processor List"). You may receive notifications of new Sub-processors by e-mailing dataprocessing_admin@conveneagm.com with the subject "Subscribe AGM@Convene Sub-processor List" and the content "My/Our username is: [put down your AGM@Convene username here].", and upon subscription, Convene shall provide the subscriber with notification of new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.
- 4.3 Objection Right for New Sub-processors.** You may reasonably object to Convene's use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying Convene promptly by emailing to dataprocessing@conveneagm.com within ten (10) business days after receipt of Convene's notification of use of new Sub-processors. Such notice from You shall explain the reasonable grounds for the objection. In the event You object to a new Sub-processor, as permitted in the preceding sentence, Convene will use commercially reasonable efforts to make available to You a change in the Services or recommend a commercially reasonable change to Your configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening You. If Convene is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Agreement or Order Form(s) with respect only to those Services which cannot be provided by Convene without the use of the objected-to new Sub-processor by providing written notice to Convene. Convene will refund You any prepaid fees covering the remainder of the term of such Agreement or Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on You.
- 4.4 Liability.** Convene shall be liable for the acts and omissions of its Sub-processors to the same extent Convene would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

5. SECURITY

- 5.1 Controls for the Protection of Your Data.** Convene shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Your Data), confidentiality and integrity of Your Data, as set forth in the Technical and Organizational Measures. Convene regularly monitors compliance with these measures. Convene will not materially decrease the overall security of the Services during a subscription term.
- 5.2 Third-Party Certifications and Audits.** Upon Your request, and subject to the confidentiality obligations set forth in the Agreement, Convene shall make available to You (or Your independent, third-party auditor) information regarding Convene's compliance with the obligations set forth in this DPA which can be in the

form of the third-party certifications and audits. You may contact Convене in accordance with the “Notices” Section of the Agreement to request an on-site audit of Convене’s procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. You shall reimburse Convене for any time expended for any such on-site audit at Convене’s then-current rates, which shall be made available to You upon request. Before the commencement of any such on-site audit, You and Convене shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which You shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Convене or its Affiliates. You shall promptly notify Convене with information regarding any non-compliance discovered during the course of an audit, and Convене shall use commercially reasonable efforts to address any confirmed non-compliance

6. DATA INCIDENT MANAGEMENT AND NOTIFICATION

Convене maintains security measures as specified in the Technical and Organizational Measures. Convене shall notify You of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Convене becomes aware (a “Customer Data Incident”). Convене shall provide commercially reasonable cooperation and assistance in identifying the cause of such Customer Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within Convене’s control. The obligations herein shall not apply to incidents that are caused by You, End Users and/or any services, software or materials not provided by Convене or Azeus Group.

7. RETURN AND DELETION OF YOUR DATA

Upon termination of the Services for which Convене is Processing Personal Data, or after the business purposes for which Your Personal Data was collected or transferred have been fulfilled, Convене shall, upon Your request, and subject to any limitations or exceptions described in the Agreement, this DPA or the Technical and Organizational Measures, return all Your Data and copies of such data to You or securely destroy them, unless applicable law prevents it from returning or destroying all or part of Your Data. Convене agrees to preserve the confidentiality of any of Your Data retained and will only actively Process such data in order to comply with the laws it is subject to.

8. CONTROLLER AFFILIATES

8.1 Contractual Relationship. The parties acknowledge and agree that, by executing the DPA in accordance with “HOW TO EXECUTE THIS DPA”, You enter into the DPA on behalf of yourself and, as applicable, in the name and on behalf of other Controller(s) including its Controller Affiliates. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement and is only a party to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by You.

8.2 Communication. You or the Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Convене under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.

8.3 Rights of Controller Affiliates. If a Controller Affiliate becomes a party to the DPA with Convене, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

8.3.1 Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against **Convене** directly by itself, the parties agree that (i) solely You or the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) you or the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 8.3.2, below).

8.3.2 The parties agree that You or the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the **Convene** procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on **Convene** by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

9. LIMITATIONS OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and any and all DPAs between Controller Affiliates and Convene, 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 DPAs together.

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

10. INTERNATIONAL TRANSFERS

10.1 Limitations on International Transfer (For EU/EEA, Switzerland and the UK). Your Personal Data from an European Economic Area (EEA), Switzerland or UK Data Controller(s) may only be exported or accessed by Convene or its Sub-processors outside the EU/EEA, Switzerland, or the UK as the case may be ("International Transfer"):

- (a) if the recipient, or the country or territory in which it processes or accesses Your Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Your Personal Data as determined by the European Commission or the UK-ICO (for personal information collected within the UK post-Brexit); or
- (b) if the transfer safeguard is based on the Privacy Shield. In such cases, Convene shall contractually bind a Privacy Shield-certified Sub-processor to comply with the Privacy Shield principles with regard to the Your Personal Data Processed under this DPA; or
- (c) in accordance with Section 10.2.

10.2 Standard Contractual Clauses and Multi-tier Framework.

- (a) The Standard Contractual Clauses apply where there is an International Transfer to a country that does not ensure an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Your Personal Data as determined by the European Commission or the UK-ICO (for personal information collected within the UK post-Brexit).
- (b) **Third Country Processor.** Where You are or the Customer is established in the EEA, Switzerland or the UK and signed the Agreement with a Convene entity that is considered a Third Country Processor under the GDPR, the Standard Contractual Clauses prescribed by the GDPR and/or the UK Data Protection Act, hereto attached as Exhibit C applies, subject to the additional terms at Exhibit B.
- (c) **Third Country Sub-Processor.** For Third Country Sub-processors, Convene or its Affiliates has entered into the unchanged version of the Standard Contractual Clauses (prescribed by the GDPR and/or UK Data Protection Act) prior to the Sub-processor's processing of Your Personal Data. You hereby (itself as well as on behalf of each Controller Affiliates) accede to the applicable Standard Contractual Clauses between Convene and the Third Country Sub-processor. If the Convene entity that entered into the Agreement with You is not established in the EEA, Switzerland or the UK, the transfer of Your Personal Data from Convene (as Processor) to Third Country Sub-processors shall be governed by an agreement providing for the same obligations as those provided in the Standard Contractual Clauses between You and Convene.
- (d) Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

11. UPDATES TO THIS DPA

Convene may update this DPA when necessary to reflect changes in our Services or to comply with the latest legislation. When Convene posts changes to this DPA, we will revise the “Posted” and “Effective” dates at the top of the DPA. If there are material changes to the statement or in how Convene will use Your Personal Data, Convene will notify You either by prominently posting a notice of such changes before they take effect or by directly sending You a notification.

12. LEGAL EFFECT

This DPA forms part of the Agreement and is legally binding between You and Convene.

13. GOVERNING LAW & JURISDICTION

As regards what law will apply in any dispute or lawsuit arising out of or in connection with this DPA, and which courts have jurisdiction over any such dispute or lawsuit, the parties agree to follow the same governing law and jurisdiction as agreed in the Agreement.

List of Exhibits

Exhibit A: Description of Processing Activities

Exhibit B: Additional Data Transfer Terms

Exhibit C: Standard Contractual Clauses (processors)

Exhibit A - Description of Processing Activities

General – Subject matter of the Processing

The context for the Processing of Your Personal Data is as specified in the Agreement which is mainly Convene's provision of the Services, which shall involve performance on behalf of You of the tasks and activities set out in the Agreement.

Nature and Purpose of the Processing

The nature and purposes of the Processing of Your Personal Data carried out by Convene on behalf of You shall be as set out in the Agreement, which in particular shall be for You to receive the Services under the Agreement, and not for any new purpose other than those previously approved.

Data subjects

You may submit Personal Data to the Services or to Convene in relation to the Agreement, the extent of which is determined and controlled by You and which may include, but is not limited to, Personal Data relating to the following categories of data subject:

- End Users of Customer (such as directors and employees of Customer), as defined in the Agreement;

Categories of data

The Personal Data transferred concern the following categories of data:

Any Personal Data comprised in Your Data. This may include, for example,

- User accounts – Event participants and organizers
- Contents – Information or documents filled-out and/or submitted via the Services, documents approved and/or voted upon by the participants, minutes and resolutions;
- Authors of Event contents
- Customer staff and others referred to in the meeting materials
- Communication history with support helpdesk (e.g. emails, conversations)
- Contact information for billing and contract management purposes

Any Personal Data which we may collect as specified in the Convene Privacy Policy at <http://www.azeusconvene.com/convene-eagm/privacypolicy/>.

In principle, other categories of data relevant to the delivery of the Services or the Agreement may be added.

Special categories of data

Convene does not require any special categories of data to provide the Services.

Processing operations

The Personal Data transferred will be processed in accordance with the Agreement and any Order Form and may be subject to the following processing activities:

- end user account creation, security code issuance, and linking to Customer's AGM@Convene account;
- storage and other processing necessary to provide, maintain, and improve the Services provided to You;
- to provide the Services, customer support, helpdesk or technical support to You;
- to notify You about changes to our Services;
- to communicate with You regarding news or updates about Convene and/or Azeus Group;
- billing and contract management; and
- disclosures in accordance with the Agreement, as compelled by law.

Duration of Processing

Processing of the Your Personal Data by Convene shall be for the term of the Agreement for the purpose of and only to the extent required as set out in the Agreement, provided that Your Personal Data shall not be Processed for longer than is necessary for the purpose for which it was collected or is being Processed (except where a statutory exception applies) subject to the following:

- Your registration information, contracts, agreements and billing information will be kept by Convene beyond the end of the Agreement. Such information constitutes Convene's business records and is kept to comply with Convene's financial and audit policies, as well as tax requirements.
- Documentation intended as proof of proper data processing will be kept by Convene beyond the end of the Agreement.
- Support information is retained to ensure efficient support in case of recurring issues and to comply with Convene's audit policies related to business records of services provided to You or Customers. You or Customers may request deletion of such information containing their Personal Data via email to dataprocessing@conveneagm.com.
- Data in systems (such as email systems) which are used for many users or Customers and in respect of which the separation of the data of a user or Customer would be disproportionately burdensome, are archived and/or deleted at cyclical periods. You or Customers may request deletion of such information containing their Personal Data via email to dataprocessing@conveneagm.com.
- Convene may retain data necessary for its legal purposes.

Exhibit B - Additional Data Transfer Terms

- You or Customers covered by the Standard Contractual Clauses.** The Standard Contractual Clauses and the additional terms specified in this Exhibit B apply to (i) the individual or legal entity that has executed the Standard Contractual Clauses as a data exporter and its Controller Affiliates and, (ii) all Affiliates of You or Customer established within the European Economic Area, Switzerland and the United Kingdom, which have signed Order Forms for the Services. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed “data exporters”.
- Instructions.** This DPA and the Agreement are Your complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by You to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by End Users in their use of the Services; and (c) Processing to comply with other reasonable instructions provided by You (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.
- Appointment of new Sub-processors and List of current Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, You acknowledge and expressly agree that (a) Convene’s Affiliates may be retained as Sub-processors; and (b) Convene and Convene’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Convene shall make available to You the current list of Sub-processors in accordance with Section 4.2 of this DPA.
- Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to Clause 5(h) of the Standard Contractual Clauses, You acknowledge and expressly agree that Convene may engage new Sub-processors as described in Sections 4.2 and 4.3 of the DPA.
- Copies of Sub-processor Agreements.** The parties agree that the copies of the Sub-processor agreements that must be provided by Convene to You pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by Convene beforehand; and, that such copies will be provided by Convene, in a manner to be determined in its discretion, only upon request by You.
- Audits and Certifications.** The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications: Upon Your request, and subject to the confidentiality obligations set forth in the Agreement, Convene shall make available to You (or Your independent, third-party auditor) information regarding Convene’s compliance with the obligations set forth in this DPA which can be in the form of the third-party certifications and audits. You may contact Convene in accordance with the “Notices” Section of the Agreement to request an on-site audit of Convene’s procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. You shall reimburse Convene for any time expended for any such on-site audit at the Azeus Group’s then-current rates, which shall be made available to You upon request. Before the commencement of any such on-site audit, You and Convene shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which You shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Convene. You shall promptly notify Convene with information regarding any non-compliance discovered during the course of an audit, and Convene shall use commercially reasonable efforts to address any confirmed non-compliance.
- Certification of Deletion.** 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 Convene to You only upon Your request.
- Conflict.** In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Exhibit C, the Standard Contractual Clauses shall prevail.

Exhibit C - Standard Contractual Clauses (processors)

FOR EU/EEA and Switzerland:

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: **The Convene entity that entered into the Agreement with You**

Address: **As indicated in the Agreement**

Email: legal@conveneagm.com

Other information needed to identify the organisation:

.....

(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 thirdparty 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.

Appendix 1 to the Standard Contractual Clauses

Data Exporter

The Data Exporter is a customer or user of the Data Importer's web-based Annual General Meeting (AGM) and/or Events solution called "AGM@Convene", and all services included therein as defined in the Agreement.

Data Importer

The Data Importer is a provider of a web-based Annual General Meeting (AGM) and/or Events solution called "AGM@Convene ", and all services included therein as defined in the Agreement.

Data subjects

As indicated in the "Data subjects" section in Exhibit A of this DPA.

Categories of data

As indicated in the "Categories of data" section in Exhibit A of this DPA.

Special categories of data

As indicated in the "Special categories of data" section in Exhibit A of this DPA.

Processing operations

As indicated in the "Processing operations" section in Exhibit A of this DPA.

Appendix 2 to the Standard Contractual Clauses

Technical and organisational security measures implemented by the Data Importer in accordance with Clauses 4(d) and 5(c):

Convene has implemented and shall maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Your Data, as set forth in the Technical and Organizational Measures, which is currently accessible at <https://www.azeusconvene.com/convene-eagm/legal/tech-and-org-measures.pdf> .