

247 WEBCASTING DATA PROCESSING ADDENDUM

This Data Processing Addendum (“Addendum”) is entered into by and between 247 Webcasting on behalf of itself and its Affiliates (“247 Webcasting”), and Client, on behalf of itself and its Affiliates (“Client”), and takes effect on May 25, 2018 (the “Effective Date”).

1. Background

- 1.1 247 Webcasting operates a content delivery platform that enables its business customers to create, manage, host and deliver webcasts and other content, as well as virtual events and environments, to send emails and communications to registrants, attendees and other end users, and to collect registration and other information from registrants, attendees and other end users (the “Platform”). In operating and providing the Platform, 247 Webcasting will provide services to its business customers relating to their use of the Platform (the “Services”). This Addendum applies to the Processing (defined below) of Client Personal Data (defined below), pursuant to the Services, including Personal Data received from the European Economic Area (“EEA”) and Switzerland.
- 1.2 This Addendum forms a part of the 247 Webcasting Universal Terms and Conditions, and any Master Services Agreement, Subscription Agreement, Services Agreement, Work Order, and other written or electronic agreement between 247 Webcasting and Client related to Client’s purchase of Services and 247 Webcasting’s provision of the same, and any amendments thereto (collectively, the “Agreement,” which also includes any amendments hereto).
- 1.3 This Addendum supersedes any prior data processing agreements, data processing addenda or similar terms between the parties. In the event of any conflict or inconsistencies between the terms of this Addendum and any other terms in the Agreement, this Addendum will control.

2. Execution

- 2.1 To make this Addendum a part of the Agreement, Client must enter the Client-related information in the signature box below, have an authorised representative of Client sign this Addendum and email it to 247 Webcasting at legal@247webcasting.com.
- 2.2 This Addendum will be considered a legally binding addendum to the Agreement once it has been signed by both 247 Webcasting and an authorised representative of Client, and such fully executed version is emailed to 247 Webcasting at legal@247webcasting.com. This Addendum is not valid or enforceable where signed by a Client or other entity that is not a party to an unexpired, valid and enforceable Agreement directly with 247 Webcasting.

3. Certain Definitions

- 3.1. In this Addendum, the following terms will have the meanings set out below:
 - (a) “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control” for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity;
 - (b) “Client Affiliate” means any Affiliate of Client that is authorised and/or permitted to use the Platform or Services pursuant to the Agreement;
 - (c) “Client Materials” means any materials or data Client enters into, collects, manages or creates using the Platform, including, but not limited to, slides, audio files, video files, photographs, and recordings generated from a Client Event;
 - (d) “Client Personal Data” means any Personal Data Processed by 247 Webcasting or a Subprocessor in the provision of the Services to Client or a Client Affiliate, including (but not limited to) any contact information or other personally identifiable information of End Users of Client Events or contained in

Client Materials;

- (e) “Data Breach” means accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Client Personal Data transmitted, stored or otherwise Processed by 247 Webcasting or its Subprocessors;
- (f) “Data Protection Laws” means any local, national or international laws, rules and regulations related to privacy, security, data protection, and/or the Processing of Personal Data, including EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including (on and after May 25, 2018) by the GDPR and laws implementing or supplementing the GDPR;
- (g) “End User” means an actual and prospective attendee, visitor and other user who has registered for or attended one or more Client Events;
- (h) “Client Event” means the webcasts, webinars, virtual environments, and other content offered or made available through the Platform by Client or Client Affiliate;
- (i) “GDPR” means EU General Data Protection Regulation 2016/679;
- (j) “Personal Data” is any information relating to an identified or identifiable natural person;
- (k) “Process” means any operation or set of operations that is performed upon Client Personal Data, whether or not by automatic means, such as access, collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction, and “processed,” or “processing” will be construed accordingly;
- (l) “Restricted Transfer” means a transfer of Client Personal Data to or by 247 Webcasting and/or a Subprocessor, to a jurisdiction that is not recognised as providing an adequate level of protection for Personal Data by applicable Data Protection Laws;
- (m) “Standard Contractual Clauses” means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection of data subjects, which have been approved by the European Commission as adding adequate safeguards for Restricted Transfers, or any successor clauses thereto or alternative data transfer mechanisms recognised by the European Commission pursuant to Article 46 of the GDPR;
- (n) “Subprocessor” means any person or entity (including any third party and any 247 Webcasting Affiliate, but excluding an employee of 247 Webcasting) appointed by or on behalf of 247 Webcasting who may Process Client Personal Data;
- (o) “Supervisory Authority” means (a) an independent public authority established by a Member State pursuant to Article 51 of the GDPR; and (b) any similar regulatory authority responsible for the enforcement of Data Protection Laws; and
- (p) The terms “Data Controller,” “Data Processor,” “Data Subject,” and “Member State,” will have the same meaning as in the GDPR.

3.2. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

4. Processing of Personal Data

4.1. The parties acknowledge and agree that with regard to the Processing of Client Personal Data, Client is the Data Controller, and 247 Webcasting is the Data Processor.

4.2. 247 Webcasting will, and will ensure that Subprocessors will, Process Client Personal Data only on Client’s documented instructions, or where Processing is required by applicable laws to which 247 Webcasting laws to which 247 Webcasting or Subprocessors are subject.

- 4.3. Client on its own behalf and as agent for each relevant Client Affiliate instructs 247 Webcasting (and authorises 247 Webcasting to instruct each Subprocessor) to, as reasonably necessary for the provision of the Services (including any additional services used by Client or Client Affiliate, which may be subject to supplemental terms): (a) Process Client Personal Data; (b) transfer Client Personal Data to any country or territory provided such complies with Section 12 (Cross-border Transfers) below; and (c) engage any Subprocessors, provided such complies with Section 11 (Subprocessing) below.
- 4.4. Client agrees that 247 Webcasting may de-identify Client Personal Data and other data related to the Services to render it Anonymous Data, which may then be used for the purposes of operating and improving 247 Webcasting's services and operations, developing new services and offerings, and other research, analytics and related purposes. 247 Webcasting may maintain Anonymous Data as part of its own records and information, and such data shall no longer be subject to the Agreement or this Addendum. "Anonymous Data" means data that has been de-identified and/or aggregated with other data to such an extent that Client and Client Affiliates are no longer identifiable, and individuals are no longer identified, identifiable, or otherwise ascertainable by reference to or combination with other datasets.
- 4.5. Client agrees that (a) Client's submission of Client Personal Data and instructions for the Processing of Personal Data will comply with Data Protection Laws and Client will at all relevant times remain duly and effectively authorised to give the instruction set out in this Section (Processing of Personal Data) on behalf of each relevant Client Affiliate; (b) Client and any Client Affiliate will, in the use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws; and (c) Client will provide any required notices to and obtain any required consents from Data Subjects related to the Processing of Client Personal Data as contemplated in this Addendum and the Agreement, or as otherwise instructed by Client.
- 4.6. Annex 1 to this Addendum sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, and the categories of Personal Data and Data Subjects, as required by Article 28(3) of the GDPR; Annex 1 does not confer and rights or obligations on either party. Either of the parties may make reasonable amendments to Annex 1 as they reasonably consider necessary to meet the requirements of Article 28(3) of the GDPR by providing the other party with an updated or an additional Annex 1.

5. 247 Webcasting Personnel

247 Webcasting will take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to Client Personal Data, ensuring that such individuals are subject to confidentiality obligations or professional or statutory obligations of confidentiality.

6. Security

247 Webcasting will implement appropriate technical and organisational measures, as set forth in Annex 2 (Technical and Organisational Measures), that are designed to provide a level of security appropriate to the risks presented by the Processing of Client Personal Data. In assessing the appropriate level of security, 247 Webcasting will take account in particular of the risks that are presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed.

7. Personal Data Breach

247 Webcasting will notify Client without undue delay if it discovers a Data Breach involving Client Personal Data, and will provide information (as available) to assist Client to meet any obligations to report a Data Breach under the Data Protection Laws. 247 Webcasting will co-operate with Client and take such reasonable steps as are agreed in good faith by the parties to assist in the investigation, mitigation and remediation of each Data Breach. To the extent that Client is responsible for a Personal Data Breach Client will reimburse 247 Webcasting for all costs reasonably and properly incurred by 247 Webcasting performing its obligations under this Section (including internal costs and third party costs including legal fees).

8. Data Subject Rights

247 Webcasting will promptly notify Client if it receives a request from a Data Subject regarding Client Personal Data. Upon request, 247 Webcasting will provide Client with reasonable assistance as necessary to Client's fulfillment of its obligations under applicable laws to respond to Data Subject requests relating to their Personal Data. Taking into account the nature of the Processing, such assistance will include, where practicable, implementation of reasonable and appropriate technical and organisational measures to allow Client to respond effectively to such requests.

9. Data Protection Impact Assessment and Prior Consultation

Upon request and subject to the nature of the relevant Processing by and information available to 247 Webcasting, 247 Webcasting will provide reasonable assistance to Client with any data protection impact assessments and any prior consultations to any Supervisory Authority, which are required under applicable Data Protection Law. Client will reimburse 247 Webcasting in full for all costs reasonably and properly incurred by 247 Webcasting in performing its obligations under this Section (including internal costs and third party costs including legal fees).

10. Audit Rights

- 10.1 Upon Client's written request, 247 Webcasting will make available to Client information reasonably necessary to demonstrate 247 Webcasting's compliance with this Addendum, and will allow for and contribute to inspections by a qualified, independent third-party auditor appointed by Client, in relation to the Processing of Client Personal Data by 247 Webcasting or its Subprocessors.
- 10.2 Client will give 247 Webcasting reasonable notice of any audit or inspection to be conducted under this Section and will (and ensure that each of its mandated auditors will) take all reasonable steps to avoid causing any damage, injury or disruption to the premises, equipment, personnel and business of 247 Webcasting or any Subprocessor during the course of such an audit. Except as otherwise required by applicable law or a relevant Supervisory Authority, any audit or inspection will be conducted within normal business hours no more than once in any calendar year. Client will reimburse 247 Webcasting in full for all costs reasonably and properly incurred by 247 Webcasting performing its obligations under this Section (including internal costs, third party costs including legal fees, and costs incurred by 247 Webcasting with respect to audits of other Subprocessors). Any information obtained under this Section will be kept confidential and not disclosed to any person without the express consent of 247 Webcasting, and Client will ensure that any auditor, agent, personnel or other person or entity that participates in such audit is subject to appropriate written confidentiality obligations.

11. Subprocessing

- 11.1 Client authorises 247 Webcasting to appoint (and permit each Subprocessor appointed in accordance with this Section to appoint) Subprocessors. Client expressly agrees that 247 Webcasting Affiliates may be engaged as Subprocessors, and that 247 Webcasting may continue to use those other Subprocessors already engaged by 247 Webcasting as of the date of this Addendum. 247 Webcasting will provide notice of new Subprocessors prior to authorising new Subprocessors to Process Personal Data in connection with the Services via email notification. Client may object to the appointment of a new Subprocessor by sending written notice to 247 Webcasting at legal@247webcasting.com within ten (10) business days of the notice of new Subprocessor appointment; Client's notice of objection should state the basis for Client's objection. Client agrees that it will not unreasonably object to the use of a Subprocessor. If Client does not object to the appointment of the Subprocessor within ten (10) business days, the Client shall be deemed to have approved and agreed to such appointment.
- 11.2 The parties will work in good faith to resolve Client's objections to the appointment of any Subprocessors. During this time, there may be an impact to the provision of the Services; Client agrees that 247 Webcasting is not liable for any such impact. If the parties are unable to resolve Client's objection within 90 days, Client may

terminate without penalty the portion of the Agreement pertaining to the Services that 247 Webcasting states it cannot provide without the use of the objected-to Subprocessor, and 247 Webcasting will refund Client any prepaid but unused amounts for such portion; otherwise the Agreement shall remain in full force and effect.

- 11.3 With respect to each Subprocessor, 247 Webcasting will: (a) exercise commercially reasonable care in the assessment, appointment and oversight of the relevant Processing activities of Subprocessors; (b) include terms in the contract between 247 Webcasting and each Subprocessor which offer an equivalent level of protection for Client Personal Data as those set out in this Addendum, taking into account the nature of the services performed by the Subprocessor; (c) if the arrangement involves a Restricted Transfer, ensure that adequate contractual measures are in place as required by Data Protection Laws, and where the Client Personal Data is from the EEA or Switzerland the Standard Contractual Clauses will be incorporated into the agreement between 247 Webcasting and the Subprocessor; and (d) remain liable to the Client for any failure by each Subprocessor to fulfill its obligations in relation to the Processing of Client Personal Data.

12. Deletion or Return of Personal Data

Upon the termination or expiration of the Agreement (unless continued Processing is subject to a new or amended agreement) and to the extent not prohibited by applicable law, 247 Webcasting will within 90 days (the "Cessation Date") cease Processing and delete or return the Client Personal Data. If Client does not inform 247 Webcasting of its choice of either return or deletion of such Client Personal Data at least 30 days prior to the Cessation Date, then Client will be deemed to have chosen deletion. The parties agree that 247 Webcasting is not required to return or delete any Anonymous Data at the conclusion of the Agreement.

13. Limitation of Liability

The aggregate liability of 247 Webcasting arising out of or related to this Addendum, whether in contract, tort or under any other theory of liability, is subject to the limitations on liability in the Agreement.

14. General Terms

- 14.1 No Legal Advice. Notwithstanding anything to the contrary in this Addendum, 247 Webcasting will not be required to provide legal advice to Client and nothing provided by 247 Webcasting will be construed by Client as legal advice.
- 14.2 Termination. The parties agree that this Addendum and the Standard Contractual Clauses will terminate automatically upon: (a) termination of the Agreement; or (b) expiry or termination of all service contracts entered into by 247 Webcasting with Client pursuant to the Agreement; or (iii) termination or completion of statements of work, work orders or similar documents, there under, whichever is later.
- 14.3 Third Party Rights. A person who is not a Party to this Addendum will have no right to enforce any term of this Addendum; the rights to rescind or vary this Addendum are not subject to the consent of any other person.
- 14.4 Changes in Data Protection Laws. If any variation is required to this Addendum (including the Standard Contractual Clauses) as a result of a change in Data Protection Law, either party may provide written notice to the other party of that change in law. The parties will discuss and negotiate in good faith any necessary variations to this Addendum to address such changes.
- 14.5 Severance. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum will remain valid and in force. The invalid or unenforceable provision will be either (a) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

IN WITNESS WHEREOF, this Addendum is entered into and becomes a binding part of the Agreement as of the Effective Date.

Client Legal Name: _____

247 Webcasting

Signature: _____

Signature  _____

Name: _____

Name **Martyn Cox** _____

Title: _____

Title **Director** _____

Director

Date Signed: _____

Date Signed **17/05/18** _____

ANNEX 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Annex 1 includes certain details of the Processing of Client Personal Data as required by Article 28(3) of the GDPR.

1. Subject matter and duration of the Processing of Client Personal Data:

The subject matter and duration of the Processing of Client Personal Data are set out in the Agreement and this Addendum.

2. The categories of Data Subject to whom Client Personal Data relates:

- Actual and prospective attendees, visitors and other users (i.e., End Users) of Client Events and users of other Client Materials via the Platform
- Client personnel, agents, affiliates, subsidiaries and others who have been authorised to access, manage and use the Platform on Client's behalf ("Authorised Users"), and other Client personnel

3. The nature and purpose of the Processing of Client Personal Data:

- Collection, storage and management of registration and other information from End Users of Client Events and Client Materials
- Facilitate Client's creation, management, hosting, delivery, sharing and distribution of Client Events and Client Materials
- Facilitate reminders, notices, and other email and other communications (including by email) to End Users, and to permit Client to personalise Client Materials, Client Events and communications to End Users
- Manage Platform access by Authorised Users and prevent unauthorised access
- Track attendance by End Users and prevent unauthorised access
- Generate and provide reporting and analytics to Client related to Client Events and other Services
- Support, maintenance and managed services related to Client's Use of the Platform and Services

4. The types of Client Personal Data to be Processed:

- Name, email and other contact details
- Company, position/title, company contact details, and other business information
- Other information Client chooses to or requests 247 Webcasting to collect as part of Client Event registration or attendance
- Video, images, audio and other content
- Name, title, company email, and other information requested of Authorised Users
- Client Event analytics and usage statistics

ANNEX 2: TECHNICAL AND ORGANISATIONAL MEASURES

1. Any Processing of Personal Data will take place on data processing systems for which commercially reasonable technical and organisational measures for protecting Personal Data have been implemented. 247 Webcasting will maintain reasonable and appropriate technical, physical, and administrative measures to protect Client Personal Data under its possession or control against unauthorised or unlawful Processing or accidental loss, destruction or damage, taking into account the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage and the sensitivity of the Client Personal Data.
2. Security measures will be designed to:
 - (a) deny unauthorised persons access to data-processing equipment used for processing Personal Data (equipment access control);
 - (b) prevent the unauthorised reading, copying, modification or removal of media (data media control);
 - (c) prevent the unauthorised input of Personal Data and the unauthorised inspection, modification or deletion of stored Personal Data (storage control);
 - (d) prevent the use of automated data-processing systems by unauthorised persons using data communication equipment (user control);
 - (e) provide that persons authorised to use an automated data-processing system only have access to the Personal Data covered by their access authorisation (data access control);
 - (f) enable 247 Webcasting to verify and establish to which individuals Client Personal Data have been or may be transmitted or made available using data communication equipment (communication control);
 - (g) enable identification of which Client Personal Data have been put into automated data-processing systems and when and by whom the input was made (input control);
 - (h) prevent the unauthorised reading, copying, modification or deletion of Client Personal Data during transfers of those data or during transportation of storage media (transport control);
 - (i) include commercially reasonable disaster recovery procedures to provide for the continuation of services under the Agreement and backup of Client Personal Data; and
 - (j) include appropriate technical security solutions are implemented and managed to protect the confidentiality, integrity and availability of Client Personal Data.
3. Where appropriate, data will be encrypted in transmission and at rest, using industry-standard cryptographic techniques and secure management of keys.
4. 247 Webcasting will take reasonable steps to ensure the reliability of its employees and other personnel having access to Client Personal Data, and will limit access to Client Personal Data to those Personnel who have a business need to have access to such Client Personal Data, and have received reasonable training regarding the handling of Personal Data and Data Protection Laws.
5. On request and subject to written confidentiality obligations, 247 Webcasting will provide the Company with access to its relevant data security policies and procedures.