

Data Processing Addendum

(Last Updated: May 15, 2018)

Usage Note: This Data Processing Addendum (“**DPA**”) shall only apply to Customers who enter or have entered into agreement(s) with **Azeus UK Limited** (with registration address at Munro House, Portsmouth Road, Cobham, Surrey, KT11 1PP) for the use or subscription of Convene services and that these Customers and/or their Affiliates 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 General Data Protection Regulation (GDPR).

If you believe a data processing addendum should apply but you have entered into agreement(s) with another entity under Azeus Group, please contact dataprocessing@azeus.com.

This Data Processing Addendum (“**DPA**”) forms a part of the Azeus Convene Licenses and Services Purchase Agreement, Convene Terms of Service (at www.azeusconvene.com/terms), or other written or electronic agreement between Azeus UK and Customer for the use or subscription of Convene services from Azeus UK, unless Customer has entered into a superseding written purchase or subscription agreement with Azeus UK, 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 Customer Personal Data in the manner and to the extent specified in this DPA.

By registering for an account or using any of the Services, Customer enters into this DPA on behalf of itself 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 “Customer” shall include Customer 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, Azeus UK may Process certain Personal Data (such terms defined below) on behalf of Customer and where Azeus UK Processes such Personal Data on behalf of Customer 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 ORGANIZATION YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.

HOW THIS DPA APPLIES TO CUSTOMER AND ITS AFFILIATES

If the Customer entity 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 entering into this DPA has executed an Order Form with Azeus UK pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms.

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

1. DEFINITIONS

“**Azeus UK**” means Azeus UK Limited with registration address at Munro House, Portsmouth Road, Cobham, Surrey, KT11 1PP.

“**Azeus Group**” means Azeus UK and its Affiliates.

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

“**Controller Affiliate**” means any of Customer's 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 Customer and Azeus UK, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent Azeus UK processes Personal Data for which such Affiliate(s) qualify as the Controller.

“**Customer**” means the company or organization that entered into the Agreement with Azeus UK.

“**Customer Data**” means Content or other information (such as emails, messages or data) submitted by Customer or End Users to the Services or to Azeus UK 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.

“**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 Customer 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 Azeus UK 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 GDPR.

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

“**Third Country Sub-processor**” means any Sub-processor incorporated outside the 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 .

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, Customer is the Controller, Azeus UK is the Processor and that Azeus UK or members of the Azeus Group will engage Sub-processors pursuant to the requirements set forth in Section 4 “Sub-processors” below. If Customer 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 Customer Personal Data by Azeus UK as set out in this DPA.

- 2.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 Azeus UK's Processing of Personal Data.** As Customer's Processor, Azeus UK 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 Customer (e.g., via emails or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the "Purpose"). Azeus UK acts on behalf of and on the instructions of Customer in carrying out the Purpose.
- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by Azeus UK 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.** Azeus UK shall, to the extent legally permitted, promptly notify Customer if Azeus UK 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, Azeus UK shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request under applicable Data Protection Laws.

In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Azeus UK shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent Azeus UK 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, Customer shall be responsible for any costs arising from Azeus UK's provision of such assistance, including any fees associated with provision of additional functionality.

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

4. SUB-PROCESSORS

- 4.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) Azeus UK's Affiliates may be retained as Sub-processors; and (b) Azeus UK and Azeus UK'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, Azeus UK or a Azeus UK 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/legal/azeusuk-subprocessors.pdf> ("Sub-processor List"). Customer may receive notifications of new Sub-processors by e-mailing dataprocessing_admin@azeus.com with the subject "Subscribe Azeus UK Convene Sub-processor List" and the content "Our company name is: [put down your company name here].", and if a Customer contact subscribes, Azeus UK 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.** Customer may reasonably object to Azeus UK'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 Azeus UK promptly by emailing to dataprocessing@azeus.com within ten (10) business days after receipt of Azeus UK's notification of use of new Sub-processors. Such notice from Customer shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Azeus UK will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Azeus UK 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 Azeus UK without the use of the objected-to new Sub-processor by providing written notice to Azeus UK. Azeus UK will refund Customer 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 Customer.
- 4.4 Liability.** Azeus UK shall be liable for the acts and omissions of its Sub-processors to the same extent Azeus UK 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 Customer Data.** Azeus UK 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, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Technical and Organizational Measures. Azeus UK regularly monitors compliance with these measures. Azeus UK will not materially decrease the overall security of the Services during a subscription term.
- 5.2 Third-Party Certifications and Audits.** Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Azeus UK shall make available to Customer (or Customer's independent, third-party auditor) information regarding Azeus UK's compliance with the obligations set forth in this DPA which can be in the form of the third-party certifications and audits. Customer may contact Azeus UK in accordance with the "Notices" Section of the Agreement to request an on-site audit of Azeus UK's procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. Customer shall reimburse Azeus UK for any time expended for any such on-site audit at Azeus UK's then-current rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and Azeus UK shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by Azeus UK or its Affiliates. Customer shall promptly notify Azeus UK with information regarding any non-compliance discovered during the course of an audit, and Azeus UK shall use commercially reasonable efforts to address any confirmed non-compliance

6. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

Azeus UK maintains security measures as specified in the Technical and Organizational Measures. Azeus UK shall notify Customer of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which Azeus UK becomes aware (a "Customer Data Incident"). Azeus UK 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 Azeus UK's control. The obligations herein shall not apply to incidents that are caused by Customer, End Users and/or any services, software or materials not provided by Azeus UK or Azeus Group.

7. RETURN AND DELETION OF CUSTOMER DATA

Upon termination of the Services for which Azeus UK is Processing Personal Data, or after the business purposes for which the Customer Personal Data was collected or transferred have been fulfilled, Azeus UK

shall, upon Customer's request, and subject to any limitations or exceptions described in the Agreement, this DPA or the Technical and Organizational Measures, return all Customer Data and copies of such data to Customer or securely destroy them, unless applicable law prevents it from returning or destroying all or part of Customer Data. Azeus UK agrees to preserve the confidentiality of any retained Customer Data and will only actively Process such Customer 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", Customer enters into the DPA on behalf of itself 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 Customer.

8.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with Azeus UK 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 Azeus UK, 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 Azeus UK directly by itself, the parties agree that (i) solely 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) 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 the Customer that is the contracting party to the Agreement shall, if carrying out an on-site audit of the Azeus UK procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Azeus UK 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 Azeus UK, 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, Azeus UK's and its Affiliates' total liability for all claims from 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 Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to 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. Customer Personal Data from an European Economic Area (EEA) or Swiss Data Controller(s) may only be exported or accessed by Azeus UK or its Sub-processors outside the EEA or Switzerland ("International Transfer"):

- (a) if the recipient, or the country or territory in which it processes or accesses Customer Personal Data, ensures an adequate level of protection for the rights and freedoms of Data Subjects in relation to the processing of Customer Personal Data as determined by the European Commission; or
- (b) if the transfer safeguard is based on the Privacy Shield. In such cases, Azeus UK shall contractually bind a Privacy Shield-certified Sub-processor to comply with the Privacy Shield principles with regard to the Customer Personal Data Processed under this DPA; or
- (c) 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 Customer Personal Data as determined by the European Commission.
- (b) For Third Country Sub-processors, Azeus UK has entered into the unchanged version of the Standard Contractual Clauses prior to the Sub-processor's processing of Customer Personal Data. Customer hereby (itself as well as on behalf of each Controller Affiliates) accede to the Standard Contractual Clauses between Azeus UK and the Third Country Sub-processor.
- (c) (c) Nothing in this DPA will be construed to prevail over any conflicting clause of the Standard Contractual Clauses.

11. UPDATES TO THIS DPA

Azeus UK may update this DPA when necessary to reflect changes in our Services or to comply with the latest legislation. When Azeus UK posts changes to this DPA, we will revise the "Last Updated" date at the top of the DPA. If there are material changes to the statement or in how Azeus UK will use Customer Personal Data, Azeus UK will notify Customers either by prominently posting a notice of such changes before they take effect or by directly sending Customers a notification.

12. LEGAL EFFECT

This DPA forms part of the Agreement and is legally binding between Customer and Azeus UK.

Any provisions contained in this DPA that would not apply to the parties but for the GDPR shall not apply to the parties until May 25, 2018 and thereafter.

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 A - Description of Processing Activities

General – Subject matter of the Processing

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

Nature and Purpose of the Processing

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

Data subjects

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

- End Users;
- employees of Customer;
- directors of Customer;
- trustees of Customer;
- customers and clients of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer;
- suppliers and services providers of Customer; and/or
- third parties with which Customer conducts business.

Categories of data

The Personal Data transferred concern the following categories of data:

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

- User accounts – meeting attendees and organizers
- Authors of meeting materials
- 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/privacypolicy/>.

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

Special categories of data

Azeus UK does not require any special categories of data to provide the Services. If Customer store or upload Content which concerns special categories of data, same as all other Content, it is encrypted during both during storage and in transit. Only the Customer or End Users are entitled to access, retrieve and direct the use of such information.

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:

- storage and other processing necessary to provide, maintain, and improve the Services provided to Customer;
- to provide customer support, helpdesk or technical support to Customer;
- to notify Customer about changes to our Services;
- to communication with Customer regarding news or updates about Azeus Group and Convene;
- billing and contract management; and
- disclosures in accordance with the Agreement, as compelled by law.

Duration of Processing

Customers and their End Users with an active subscription of the Services have complete control over how long the Content (e.g. meeting files and materials) they uploaded to Convene is stored in the servers and can delete such Content from their accounts at any time during the term of their subscription.

Processing of the Customer Personal Data by Azeus UK 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 Customer 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:

- Customer must inform Azeus UK within 30 days after termination of the Agreement if there are any data they want to retrieve beyond which Azeus UK has no obligation to maintain any data stored in the Customer's account or environment.
- Customer registration information, contracts, agreements and billing information will be kept by Azeus UK beyond the end of the Agreement. Such information constitutes Azeus UK's business records and is kept to comply with Azeus UK's financial and audit policies, as well as tax requirements.
- Documentation intended as proof of proper data processing will be kept by Azeus UK beyond the end of the Agreement.
- Support information is retained to ensure efficient support in case of recurring issues and to comply with Azeus UK's audit policies related to business records of services provided to Customers. Customers may request deletion of such information containing their Personal Data via email to dataprocessing@azeus.com.
- Data in systems (such as email systems) which are used for many Customers and in respect of which the separation of the data of a Customer would be disproportionately burdensome, are archived and/or deleted at cyclical periods. Customers may request deletion of such information containing their Personal Data via email to dataprocessing@azeus.com.
- Azeus may retain data necessary for its legal purposes.