

## DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the [Master Road Show Service Agreement] for the purchase of the services described therein from NetRoadShow, Inc. (“**NRS**”) (identified either as “**Services**” or otherwise in the applicable agreement, and hereinafter defined as “**Services**”) (the “**Agreement**”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent NRS processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, NRS may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

### HOW THIS DPA APPLIES

- (i) If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to, and forms part of, the Agreement. In such case, the NRS entity that is party to the Agreement is party to this DPA.
- (ii) If the Customer entity signing this DPA is neither a party to an Order 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.

### DATA PROCESSING TERMS

#### 1. DEFINITIONS

- 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) “**Authorized Affiliate**” means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and NRS, but has not signed its own Order with NRS and is not a "Customer" as defined under the Agreement.
- c) “**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.
- d) “**Customer Materials**” means what is defined in the Agreement as “Customer Materials.”
- e) “**Data Protection Laws and Regulations**” means all laws and regulations, including laws and 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.
- f) “**Data Subject**” means the identified or identifiable person to whom Personal Data relates.
- g) “**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).

- h) **“NRS”** means the NRS entity which is a party to this DPA, as specified in the section **“HOW THIS DPA APPLIES”** above, being NetRoadShow, Inc., a Delaware corporation.
- i) **“NRS Group”** means NRS and its Affiliates engaged in the Processing of Personal Data.
- j) **“Personal Data”** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Materials.
- k) **“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.
- l) **“Processor”** means the entity which Processes Personal Data on behalf of the Controller.
- m) **“Security Documentation”** means the Security Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and accessible via NRS’ webpage, or as otherwise made reasonably available by NRS.
- n) **“Sub-processor”** means any Processor engaged by NRS or a member of the NRS Group.
- o) **“Supervisory Authority”** means an independent public authority which is established by an EU Member State pursuant to the GDPR.

## 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, NRS is the Processor and that NRS or members of the NRS Group will engage Sub-processors pursuant to the requirements set forth in Section 5 **“Sub-processors”** below.
- 2.2 **Customer’s Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer’s instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the means by which Customer acquired Personal Data.
- 2.3 **NRS’ Processing of Personal Data.** Subject to the Agreement with Customer, NRS shall Process Personal Data in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order(s); (ii) Processing for Customer to be able to use the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. To the extent that NRS cannot comply with a change to Customer’s instructions without incurring material additional costs, NRS shall: (i) inform Customer, giving full details of the problem; and (ii) cease all processing of the affected Personal Data (other than securely storing those data) until revised instructions are received. Any changes in Customer’s instructions that affect the pricing structure or commercial relationship between the parties must go through an appropriate change control procedure.
- 2.4 **Details of the Processing.** The subject-matter of Processing of Personal Data by NRS is the performance of the Services pursuant to the Agreement. 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 **Schedule 1** (Details of the Processing) to this DPA.

### 3. RIGHTS OF DATA SUBJECTS

- 3.1 **Data Subject Request.** NRS shall, to the extent legally permitted, promptly notify Customer if NRS receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, NRS shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, NRS shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent NRS is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from NRS' provision of such assistance.

### 4. NRS PERSONNEL

- 4.1 **Confidentiality.** NRS shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. NRS shall ensure that such confidentiality obligations survive the termination of the personnel engagement. Further details are provided in the Security Documentation.
- 4.2 **Reliability.** NRS shall take commercially reasonable steps to ensure the reliability of any NRS personnel engaged in the Processing of Personal Data.
- 4.3 **Limitation of Access.** NRS shall ensure that NRS' access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

### 5. SUB-PROCESSORS

- 5.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that NRS may engage third-party Sub-processors in connection with the provision of the Services. NRS has entered into an agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Materials to the extent applicable to the nature of the Services provided by such Sub-processor.
- 5.2 **List of Current Sub-processors and Notification of New Sub-processors.** NRS shall, upon request, make available to Customer the current list of Sub-processors used by NRS. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location ("**Sub-processor Lists**"). Customer may find on NRS' webpage a mechanism to subscribe to notifications of new Sub-processors, to which Customer shall subscribe, and if Customer subscribes, NRS shall provide notification of a new Sub-processor(s) before authorizing any new Sub-processor(s) to Process Personal Data in connection with the provision of the Services.
- 5.3 **Objection Right for New Sub-processors.** Customer may object to NRS' use of a new Sub-processor by notifying NRS promptly in writing within ten (10) business days after receipt of NRS' notice in accordance with the mechanism set out in Section 5.2. If Customer objects to a new Sub-processor, as permitted in the preceding sentence, NRS will use 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 the Customer. If NRS is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer's sole remedy is to terminate the applicable Order(s) with respect only to those Services

which cannot be provided by NRS without the use of the objected-to new Sub-processor by providing written notice to NRS.

- 5.4 **Liability.** NRS shall be liable for the acts and omissions of its Sub-processors to the same extent NRS would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

## 6. SECURITY

- 6.1 **Controls for the Protection of Customer Materials.** NRS shall maintain appropriate industry-standard 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 Materials), confidentiality and integrity of Customer Materials, as set forth in the Security Documentation. NRS regularly monitors compliance with these measures. NRS will not materially decrease the overall security of the Services during a subscription term.
- 6.2 **Third-Party Certifications and Audits.** Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, NRS shall make available to Customer that is not a competitor of NRS (or Customer's independent, third-party auditor that is not a competitor of NRS) a copy of NRS' then most recent third-party audits or certifications, as applicable.

## 7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

NRS maintains security incident management policies and procedures specified in Security Documentation and, to the extent required under applicable Data Protection Laws and Regulations, shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Materials, including Personal Data, transmitted, stored or otherwise Processed by NRS or its Sub-processors of which NRS becomes aware (a "**Personal Data Incident**"). NRS shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as NRS deems necessary and reasonable in order to remediate the cause of such a Personal Data Incident to the extent the remediation is within NRS' reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's users.

## 8. RETURN AND DELETION OF CUSTOMER DATA

NRS shall on request at the expiry or termination of this Agreement at the Customer's choice either return all of the Customer Materials and/ or Personal Data and copies of it in a mutually agreed format or securely dispose of the Customer Materials and/ or Personal Data, except to the extent that any applicable Data Protection Laws and Regulations requires NRS to store such Customer Materials and/ or Personal Data and NRS has promptly demonstrated their legal requirements to the Customer.

## 9. AUTHORIZED AFFILIATES

- 9.1 **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between NRS and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized 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 Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be

deemed a violation by Customer.

- 9.2 Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with NRS under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 9.3 Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to this DPA with NRS, it shall, to the extent required under applicable Data Protection Laws and Regulations, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1** Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against NRS 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 Authorized 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 Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).
- 9.3.2** The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on NRS and its Sub-Processors by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

## **10. LIMITATION 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 all DPAs between Authorized Affiliates and NRS, 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, NRS' and its Affiliates' total liability for all claims from the Customer and all of its Authorized 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 this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices (if any).

## **11. EUROPEAN SPECIFIC PROVISIONS**

- 11.1 GDPR.** NRS will Process Personal Data in accordance with the GDPR requirements directly applicable to NRS' provision of its Services.
- 11.2 Data Protection Impact Assessment.** Upon Customer's request, NRS shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to NRS. NRS shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 11.2 of this DPA, to the extent required under the GDPR.
- 11.3 Transfer mechanisms for data transfers.**

- a) **Transfers of Personal Data to the US:** NRS does self-certify to and comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and NRS shall ensure that such entities maintain their self-certifications to and compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.
- b) Subject to clauses 11.3(a), NRS will not transfer, or otherwise directly or indirectly disclose, any Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of the Customer except where NRS is required to transfer the Personal Data by the laws of the member states of the EU or EU law (and shall inform the Customer of that legal requirement before the transfer, unless those laws prevent it doing so).

**12. LEGAL EFFECT**

This DPA shall only become legally binding between Customer and NRS when the formalities steps set out in the Section “HOW TO EXECUTE THIS DPA” above have been fully completed.

**List of Schedules**

- **SCHEDULE 1 - DETAILS OF THE PROCESSING**

The parties' authorized signatories have duly executed this Agreement:

**CUSTOMER:**

Signature:

Customer Legal Name:

Print Name:

Title:

Date:

**NETROADSHOW, INC. :**

Signature:

Legal Name:

Print Name:

Title:

Date:

## **SCHEDULE 1 - DETAILS OF THE PROCESSING**

### **Nature and Purpose of Processing**

NRS will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

### **Duration of Processing**

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, NRS will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### **Categories of Data Subjects**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- *Customer's users authorized by Customer to use the Services*
- *Employees, agents, advisors, contractors of Customer (who are natural persons)*
- *Prospects, customers, business partners and vendors of Customer (who are natural persons)*
- *Employees or contact persons of Customer's prospects, customers, business partners and vendors*

### **Type of Personal Data**

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Email address
- First and last name
- Company