

Data Processing Addendum ("DPA")

1. TEV'S PROCESSING OF CUSTOMER PERSONAL DATA

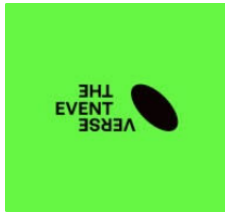
1.1. For the purposes of this DPA, the following terms have the meanings set out below:

- a) **"Customer Personal Data"** means personal data comprised in Platform Data that we process on your behalf as processor under the Terms;
- b) **"Relevant Transfer Mechanism"** means:
 - i. in respect of an EU Restricted Transfer (as defined below), the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("**EU SCCs**"); or
 - ii. in respect of a UK Restricted Transfer (as defined below), the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the ICO under or pursuant to section 119A(1) of the Data Protection Act 2018 (as may be amended by the ICO from time to time pursuant to its terms) ("**UK Addendum**");
- c) **"Restricted Transfer"** means a transfer of Customer Personal Data to an entity located in a Restricted Country from an entity whose processing of such Customer Personal Data is subject to
 - i. the EU GDPR ("**EU Restricted Transfer**"); and
 - ii. the UK GDPR ("**UK Restricted Transfer**");
- d) **"Restricted Country"** means:
 - i. where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; and
 - ii. where the UK GDPR applies, a country outside the UK which is not subject to an adequacy determination by the UK Government.
- e) **"International Transfer Requirements"** means the requirements of Chapter V of the GDPR and/or the UK GDPR (Transfers of Personal Data to third countries or international organizations); and
- f) references to **"processor"**, **"controller"**, **"personal data"**, **"processing"**, **"personal data breach"**, **"data subject"** or **"supervisory authority"** shall have the same meanings as defined under the Data Protection Legislation.

1.2. The parties acknowledge and agree that Schedule 1 to this DPA sets out:

- a) the subject matter and duration of the processing;
- b) the nature and purpose of the processing;
- c) a description of the type(s) of Customer Personal Data processed; and
- d) a description of the categories of the data subjects comprised within the Customer Personal Data referred to in this DPA.

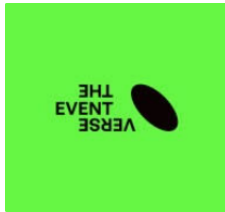
1.3. The parties acknowledge that in connection with the Platform, TEV may process Customer Personal Data, and that whilst TEV may act as an independent controller for certain processing activities, including account administration, service improvement, analytics, security, fraud



prevention, legal compliance and other business purposes, TEV will act as a processor where we process Customer Personal Data on your behalf to provide the Platform.

- 1.4. Each party shall comply with its own, applicable obligations under Data Protection Legislation.
- 1.5. You shall ensure that you have all rights, notices, licences, consents and lawful bases required for us to process Customer Personal Data in accordance with the Terms, and you acknowledge that our compliance with this DPA is dependent on your compliance with Data Protection Legislation and the accuracy, lawfulness and completeness of your instructions and Customer Personal Data.
- 1.6. Where we process Customer Personal Data as processor, we shall:
 - a) process it only on documented instructions from you, including the Terms, your use and configuration of the Platform and any other written instructions agreed by us, unless required to do otherwise by applicable law. Where permitted by applicable law, we shall notify you if we consider that an instruction infringes Data Protection Legislation;
 - b) ensure that persons authorised to process Customer Personal Data are subject to appropriate, statutory or legally binding confidentiality obligations;
 - c) notify you without undue delay after becoming aware of a personal data breach affecting Customer Personal Data, and provide reasonable information and assistance taking into account the nature of the processing and the information available to us;
 - d) taking into account the nature of the processing and the information available to us, provide reasonable assistance, at your cost, to help you comply with your obligations under Data Protection Legislation in relation to Customer Personal Data, including responding to data subject rights requests, personal data breach notification obligations, data protection impact assessments and prior consultation with a Supervisory Authority where required by Data Protection Legislation;
 - e) except to the extent we are required or permitted to retain Customer Personal Data by applicable law, the Terms or our ordinary backup and deletion cycles, following termination of the Terms or when Customer Personal Data is no longer required for the Platform, we will delete or return Customer Personal Data in accordance with the Terms and our standard deletion processes;
 - f) maintain records of processing as required by Data Protection Legislation; and
 - g) at the Customer's written request (and no more than once in any twelve-month period unless required by Data Protection Legislation or a Supervisory Authority) make available to the Customer a copy or summary of such audit report, security report, certification or other compliance information as TEV reasonably considers sufficient to demonstrate TEV's compliance with Data Protection Legislation in respect of its processing of Customer Personal Data. Any information made available under this Clause shall constitute TEV's Confidential Information, and TEV shall not be required to disclose information relating to other customers, commercially sensitive information, information that would compromise the security of the Platform or TEV's systems, or legally privileged information.

Technical and organisational security measures on the Platform



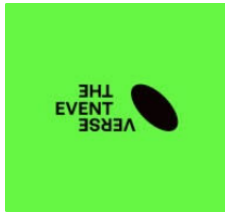
- 1.7. We will maintain appropriate technical and organisational measures designed to protect Customer Personal Data against unauthorised or unlawful processing and against accidental loss, destruction or damage, as described in **TEV's Information Security Policy** and as updated from time to time.
- 1.8. From time to time, we may recommend or otherwise make available additional security features, measures or settings ("**Additional Security Measures**") for you to adopt where we process commercially sensitive data, special category data or other higher-risk data. If you decide not to adopt such Additional Security Measures, you do so at your own risk, and TEV shall have no responsibility or liability in respect of any losses or damages incurred directly or indirectly as a result of your failure to adopt an Additional Security Measure. Please note any Additional Security Measures are recommendations only and should not constitute legal advice.
- 1.9. As we have no control over the nature of the Client Data that is uploaded to our Platform, you are responsible for ensuring that our security measures (including Additional Security Measures) are appropriate to meet your security compliance obligations taking into account the nature, scope, context and purpose of processing.

Use of sub-processors

- 1.10. You give us a general authorisation to appoint sub-processors to process Customer Personal Data. We shall maintain a list of sub-processors and provide notice of any new or replacement sub-processor by making the updated list available or otherwise notifying you. If you object on reasonable data protection grounds within five Business Days, we may use reasonable endeavours to make an alternative available, but we shall not be in breach of the Terms to the extent we cannot provide the Platform or otherwise comply with our obligations as a result of the objection.
- 1.11. Where we appoint a sub-processor, we shall impose data protection obligations on that sub-processor that are, in substance, no less protective than those imposed on us under this DPA to the extent applicable to the sub-processor's services, and we shall remain responsible for the sub-processor's performance of those obligations to the extent required by Data Protection Legislation, subject always to the exclusions and limitations of liability in the Terms and except to the extent caused or exacerbated by you or your Users.

International transfers of Customer Personal Data

- 1.12. To the extent a transfer of Customer Personal Data from TEV to you is a Restricted Transfer, each party agrees that, by entering into the Terms, the Relevant Transfer Mechanism(s) are deemed agreed, incorporated by reference into the Terms, and executed by each of the parties acting on their own behalf without the need for any further signature from either party, with TEV being the data exporter in respect of the Restricted Transfers of Customer Personal Data, and Customer being the data importer of the same.
- 1.13. For the purpose of the EU SCCs, the following provisions shall apply:
 - a) Module 1 (Controller to Controller) terms are selected in respect of Restricted Transfers of Customer Personal Data where both parties are acting as controllers;
 - b) Module Four (Processor to Controller) terms are selected in respect of Restricted Transfers of Customer Personal Data where TEV is acting as a processor;
 - c) in Clause 7, the optional docking clause shall apply;

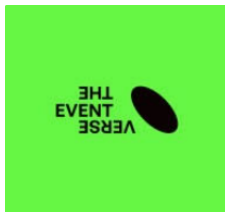


- d) in Clause 9 (Module Two only), the general written authorisation option shall apply in accordance with Clauses 1.9 and 1.10 of this DPA, and any intended changes to the agreed list require at least 10 days' notice in writing to allow you to object;
- e) in Clause 11, the optional language does not apply;
- f) in Clause 17, Option 1 applies and the EU SCCs are governed by Irish law;
- g) in Clause 18(b), disputes will be resolved before the courts of Ireland;
- h) in Clause 13(a) and Annex 1.C, the Irish Data Protection Commissioner will act as competent supervisory authority;
- i) in Annex 1.A, the details of the parties are deemed populated with the relevant information set out in the Terms;
- j) in Annex 1.B, the description of the transfer is deemed populated with the relevant information set out in Schedule 1 to this DPA; and
- k) in Annex 2, the description of the technical and organisational security measures shall be in accordance with **TEV's Information Security Policy**.

1.14. For the purpose of the UK Addendum, the following shall apply:

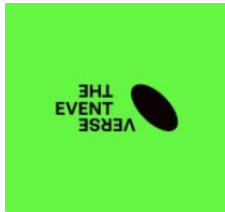
- a) the elections made in Clauses 1.12(a) to 1.12(d) (inclusive) in respect of the EU SCCs incorporated into the UK Addendum shall apply;
- b) the information required for Table 1 of the UK Addendum (including relevant company and key contact details) shall be as set out in the Terms;
- c) the Appendix Information required for Table 3 of the UK Addendum shall be as set out in this DPA; and
- d) for the purpose of Table 4 of the UK Addendum, the parties agree that TEV may end the UK Addendum as set out in Section 19 of the UK Addendum

1.15. If the parties' data processing roles or the relevant processing activities change, the parties shall agree in writing any amendments to the Terms and this DPA, that are reasonably required to reflect the updated position.



Schedule 1

<i>Nature and purpose of the processing</i>	Personal Data will be processed for the purposes of provision of the Platform and related services. The nature of the processing will be: accessing, collecting, recording, organising, structuring, storing, consulting, altering, retrieving, using, disclosing, combine, erasing and destroying Customer Personal Data to provide, secure, support, maintain and improve the Platform and related services, including accreditation, credential management, access control, workspace administration, user management, service support, security, reporting and related event operations.
<i>Categories of data subjects whose Personal Data is processed</i>	The data subjects may include Users, Workspace Administrators, Coordinator Users, Service Provider Users, event staff, event attendees, service providers, suppliers and other individuals whose personal data is provided to or processed through the Platform by you or on your behalf.
<i>Categories of Personal Data processed</i>	The Personal Data processed in connection with the Platform may include names, contact details, job titles, employing or engaging organisation, access credentials, accreditation information, event role and permission information, identification information, payment or booking details, professional information and any other Personal Data provided by you or on your behalf or by your Users in connection with the Platform or an Event.
<i>Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.</i>	Special category data or other higher-risk personal data is processed only to the extent provided by you or on your behalf, which may include accessibility requirements, dietary requirements, nationality, profile images, identity documents or similar information. You are responsible for ensuring that any such data is appropriate for use with the Platform and that you and your Users follow our instructions and recommendations relating to additional security measures, including as set out in TEV's Information Security Policy.
<i>The frequency of transfers (e.g. whether the data is transferred on a one-off or continuous basis).</i>	Continuous



The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period

The term of the Terms and any period required or permitted by the Terms, Data Protection Legislation, applicable law, and our retention policies and our ordinary backup and deletion cycles.

