GDPR DATA PROTECTION ADDENDUM

This General Data Protection Regulation Data Protection Addendum ("DPA") is entered into by and between Customer and Cvent, Inc., on behalf of itself and its wholly-owned subsidiaries (collectively, “Cvent”), and forms part of the Services Agreement(s) previously entered into by and between Customer and Cvent (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of EU Data Protection Laws. This DPA is entered into as of the later of the dates beneath the parties’ signatures below.

HOW TO EXECUTE THIS DPA

This DPA has been pre-signed on behalf of the applicable Cvent entities. When Cvent receives the completed and signed DPA as specified below, this DPA will become a legally binding addendum to the Agreement or Customer’s order (if the Customer entity signing this DPA has only executed orders but is not a party to the Agreement). To make this DPA a part of the Agreement or, as the case may be, an order, Customer must do the following:

(A) Complete the information in the signature block of this DPA and have an authorized representative sign on page 7.

(B) If e-signatures are accepted in your jurisdiction and you elect to execute the DPA through DocuSign, follow the prompts to provide the required information and e-signature as indicated above and, upon selecting “Click to Sign” at the end, the DPA will be executed and submitted. Alternatively, the DPA may be printed, completed and signed as indicated above, and returned to Cvent via email at: privacy@cvent.com.

HOW THIS DPA APPLIES

(A) If the Customer entity signing this DPA is a party to the Agreement, the Cvent entity that is a party to the Agreement is a party to this DPA.

(B) If the Customer entity signing this DPA has executed orders under the Agreement but is not a party to the Agreement, this DPA will be incorporated in such order(s) and the Cvent entity that is a party to such order(s) will be a party to this DPA.

(C) This DPA will not be valid and legally binding if the signing Customer entity is not a party to the Agreement or order(s) or is an indirect customer through an authorized reseller. An indirect customer should contact the authorized reseller about its contract with that reseller.

DATA PROCESSING TERMS

In providing the Services to Customer pursuant to the Agreement, Cvent may process Customer Personal Data on behalf of Customer. Cvent will comply with the provisions in this DPA with respect to its processing of any Customer Personal Data.

Capitalized terms used but not defined in this DPA have the same meanings as set out in the Agreement.

1. DEFINITIONS

1.1 For the purposes of this DPA:
(a) "Affiliate(s)" has the same meaning ascribed to it in the Agreement and, if not defined in the Agreement, the term means any legal entity directly or indirectly controlling, controlled by or under common control with a party, where control means the ownership of a majority share of the stock, equity or voting interests of such entity.

(b) "Controller" means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

(c) "Customer" means the non-Cvent party to both the Agreement and this DPA that has access to the Services.

(d) "Data Subject" means the individual to whom Personal Data relates.

(e) "EU Data Protection Laws" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, including any applicable national implementations thereof; and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council 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" or "GDPR"), as amended, replaced or superseded, as well as any applicable data protection laws and/or regulations in force in EU Member States.

(f) "Cvent" means the Cvent entity that is a party to both the Agreement and this DPA, which may be Cvent, Inc., a company incorporated in the State of Delaware, or a Cvent Affiliate, including but not limited to the following: Cvent Europe Limited, Lanyon Solutions UK Limited, and Starcite Limited.

(g) "Personal Data" means any personal data relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(h) "Customer Personal Data" means any Personal Data processed by the Customer as a Controller, or, as the case may be (and in accordance with Sec. 3.1. below), as a Processor as set out in Appendix 1.

(i) “Privacy Shield” means, individually and collectively, the European Union- and Swiss-United States Privacy Shield Frameworks administered and enforced by the U.S. Department of Commerce.

(j) "Processor" means an entity which processes Personal Data on behalf of the Controller.

(k) "Sub-processor" means any person appointed by or on behalf of the Processor, or by or on behalf of an existing Sub-processor, to process Personal Data on behalf of Controller.
“Services” means the Software as a Service and associated professional services provided by Cvent to Customer under the Agreement.

"Security Incident" means accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or use.

2. APPLICABILITY OF DPA

2.1 Applicability. This DPA shall apply only to the extent Customer or Cvent are established within the EEA or Switzerland and/or to the extent Cvent processes Customer Personal Data of Data Subjects located in the EEA or Switzerland on behalf of Customer or a Customer Affiliate or otherwise Customer or Cvent are subject to the EU Data Protection Laws.

3. ROLES AND RESPONSIBILITIES

3.1 Parties' Roles. Customer, as Controller, appoints Cvent as a Processor to process the Customer Personal Data on Customer's behalf. In some circumstances Customer may be a Processor, in which case Customer appoints Cvent as Customer's Sub-processor, which shall not change the obligations of either Customer or Cvent under this DPA, as Cvent will remain a Processor with respect to the Customer in such event. However, the Customer shall notify and keep Cvent updated on whether Cvent acts, in relation to specific processing activities, as a Processor or a Sub-processor, and if the latter is the case on the identity of the actual Controller.

3.2 Purpose Limitation. Cvent shall process Customer Personal Data for the purposes set forth in the Agreement and only in accordance with the lawful, documented instructions of Customer (including with regard to transfers of Customer Personal Data to a third country), unless Cvent is required to process Customer Personal Data by the EU Data Protection Laws to which Cvent is subject to (in such a case, Cvent shall inform the Customer of that legal requirement before processing, unless applicable law prohibits such information). The Customer's instructions may be specific or of a general nature as set out in this DPA or as otherwise notified by the Customer to Cvent from time to time and not for Cvent's own purposes. Cvent may refrain from execution of the Customer's instruction if it notifies the Customer immediately that, in Cvent's opinion, an instruction for the processing of Customer Personal Data given by the Customer infringes EU Data Protection Laws. Appendix 1 hereto covers more specific data processing information, including the categories of processed Customer Personal Data, processing operations and duration of the processing by Cvent. The purpose of this Section 3.2 is only to determine the scope and the purposes of processing of Customer Personal Data by Cvent and nothing in this DPA will be deemed an obligation of Cvent to accept any instructions of the Customer other than provided under the Agreement.

3.3 Training. Cvent shall ensure that its relevant employees, agents and contractors receive appropriate training regarding their responsibilities and obligations with respect to the processing, protection and confidentiality of Customer Personal Data.

3.4 Compliance. Customer, irrespective of the Customer's role as a Controller or a Processor, shall be responsible for ensuring that, in connection with Customer Personal Data and the Services:

(a) it has complied, and will continue to comply, with all applicable laws relating to privacy and data protection, including EU Data Protection Laws; and
(b) it has, and will continue to have, the right to transfer, or provide access to, the Customer Personal Data to Cvent for processing in accordance with the terms of the Agreement and this DPA.

3.5 If Customer uses the Services to process any categories of Personal Data not expressly covered by this DPA, Customer acts at its own risk and Cvent shall not be responsible for any potential compliance deficits related to such use.

3.6 Cvent employees’/contractors’ Personal Data. Where Cvent discloses Cvent employees’/contractors’ Personal Data to the Customer or a Cvent employee/contractor provides Personal Data directly to Customer, which the Customer processes to manage its use of the Services, Customer shall process that Personal Data in accordance with its privacy policies and applicable privacy laws, in particular EU Data Protection Laws. Such disclosures shall be made by Cvent only where lawful for the purposes of contract management, service management or security purposes.

4. SECURITY

4.1 Security. Cvent shall implement appropriate technical and organisational measures designed to protect the Customer Personal Data from a Security Incident and in accordance with Cvent’s security standards as set forth in the Agreement as well as with EU Data Protection Laws (including Article 32 of the GDPR). Cvent will also, taking into account the nature of processing and the information available to Cvent, assist the Customer in ensuring its compliance with the obligations pursuant to Article 32 of the GDPR.

4.2 Confidentiality of Processing. Cvent shall ensure that any person that it authorizes to process the Customer Personal Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship.

4.3 Security Incidents. Upon becoming aware of confirmed Security Incident, Cvent shall notify Customer without undue delay and pursuant to the terms of the Agreement, and shall provide such timely information as Customer may reasonably require to enable Customer to fulfil any data breach reporting obligations under EU Data Protection Laws. Cvent will take steps to identify and remediate the cause of such Security Incident and to minimize its possible harm. For the avoidance of doubt, Security Incidents will not include unsuccessful attempts to, or activities that do not, compromise the security of Customer Personal Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems.

5. ONWARD TRANSFERS; SUB-PROCESSING

5.1 In the event that Customer transfers Customer Personal Data to Cvent and/or Cvent makes routine transfers of Customer Personal Data in the normal course of business to itself or its Affiliates and these transfers include any Customer Personal Data that the EU Data Protection Laws apply to, such transfers, if to the United States, will be made pursuant to the EU-US and Swiss-US Privacy Shield Program. Transfers that are made to third countries without a Commission adequacy decision other than the United States will be made subject to appropriate safeguards provided for by standard data protection clauses adopted by the Commission (EU Standard Contractual Clauses (Processors)). Cvent shall maintain its certification to the Privacy Shield for so long as it maintains any Customer Personal Data that the EU Data
Protection Laws apply to. In the event that EU authorities or courts determine that the Privacy Shield is not an appropriate basis for transfers, Cvent and Customer agree to promptly execute an approved EU Standard Contractual Clauses (Processors) to govern such transfers.

5.2 In the event that EU authorities or courts determine that any of the transfer mechanisms above is no longer an appropriate basis for transfers, Cvent and Customer shall promptly take all steps reasonably necessary to demonstrate adequate protection for the Customer Personal Data, using another approved mechanism. Cvent understands and agrees that Customer may terminate the transfers as needed to comply with the EU Data Protection Laws. In the event the Standard Contractual Clauses (or any other approved mechanism allowing for EU-US Personal Data transfers) are applicable, nothing in this DPA modifies or affects any supervisory authority’s or Data Subject’s rights under the Standard Contractual Clauses (or any such other approved mechanism).

5.3 Customer agrees that Cvent may engage Cvent Affiliates and third parties as Sub-processors to process the Customer Personal Data on Cvent’s behalf. Cvent shall provide on its Customer Portal and at the following website a list of Sub-processors that are currently engaged by Cvent to carry out specific processing activities on behalf of the Customer. Cvent will update the list at the following website: https://www.cvent.com/uk/gdpr/cvents-affiliates-and-subprocessors.shtml, which allows Customer to subscribe to receive notifications of any changes and gives Customer the opportunity to object to such Sub-processors or changes concerning the addition or replacement thereof. Notwithstanding the other provisions in this section, Cvent may add or replace a Sub-Processor immediately if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by EU Data Protection Laws. Cvent shall impose on such Sub-processors data protection terms that protect the Customer Personal Data to the same standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor. Where the Standard Contractual Clauses are applicable, Cvent shall enter into the Standard Contractual Clauses with such Sub-processor or use/take advantage of any other approved mechanism, including Binding Corporate Rules or an alternative recognised compliance standard (e.g., Privacy Shield) for the lawful transfer of personal data (as defined in the GDPR) outside the EEA.

6. COOPERATION

6.1 Data Subjects’ Rights. Cvent shall provide commercially reasonable assistance, including by appropriate technical and organizational measures as reasonably practicable, to enable Customer to respond to any inquiry, communication or request from a Data Subject seeking to exercise his or her rights under EU Data Protection Laws, including rights of access, correction, restriction, objection, erasure or data portability, as applicable. In the event such inquiry, communication or request is made directly to Cvent, Cvent shall promptly inform Customer by providing the full details of the request. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, restriction, objection, erasure or data portability of that Data Subject’s Personal Data. Cvent will be responsible for responding to Data Subject’s request for access, correction, restriction, objection, erasure or data portability or any other request from a Data Subject seeking to exercise his or her rights under EU Data Protection Laws to the extent the Customer itself does not have the ability, with the available standard functionalities of the Services, to respond to such request. Cvent reserves the right to reimbursement from Customer for the reasonable cost of any time, expenditures or fees incurred in connection with such assistance provided to Customer.

6.2 Data Protection Impact Assessments and Prior Consultation. Cvent shall, to the extent required by EU Data Protection Laws, provide Customer with reasonable assistance with data protection
impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Laws.

7. SECURITY REPORTS AND AUDITS

7.1 Any provision of security attestation reports (such as SOC 2, Type II or equivalent report) or audits shall take place in accordance with Customer's rights under the Agreement. If the Agreement does not include a provision regarding security attestation reports, Cvent shall provide a copy of its most current security attestation report upon Customer's written request no more than once annually.

7.2 Cvent will allow for and contribute to audits, including inspections, conducted by the Customer in accordance with Customer's rights under the Agreement. If the Agreement does not include audit rights, Cvent and Customer will discuss and agree in advance on the reasonable start date, scope and duration of and security and confidentiality controls applicable to any audit; and Cvent reserves the right to charge a reasonable fee (based on Cvent’s reasonable costs) for any such audit. Cvent will provide further details of any applicable fee and the basis of its calculation to Customer in advance of such audit. The purpose of an audit pursuant to this clause will be strictly limited to verifying whether Cvent is processing Customer Personal Data in accordance with the obligations hereunder and applicable EU Data Protection Laws.

7.3 Notwithstanding the above, Cvent will, subject to the confidentiality arrangements that will satisfy both parties, make available to the Customer all information held by Cvent necessary to demonstrate its compliance with the obligations laid down in the EU Data Protection Laws. If Customer wishes to receive such further information to which it is entitled under EU Data Protection Laws, Customer shall submit a request for additional information to Cvent in writing for that additional information. Where Cvent is in possession of such information, and subject to the aforementioned confidentiality arrangements, Cvent shall supply this information to Customer as soon as reasonably practicable.

8. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

8.1 Deletion or Return of Data. Upon termination or expiration of the Agreement, Cvent shall, in accordance with the terms of the Agreement, delete or make available to Customer for retrieval all relevant Customer Personal Data (including copies) in Cvent's possession, save to the extent that Cvent is required by any applicable law or a governmental or regulatory order to retain some or all of the Customer Personal Data, or if it is otherwise subject to liability for not retaining some or all of the Customer Personal Data. In such event, Cvent shall extend the protection of the Agreement and this GDPR Addendum to such Customer Personal Data and limit any further processing of such Customer Personal Data to only those limited purposes that require the retention for so long as Cvent maintains the Customer Personal Data.

9. MISCELLANEOUS

9.1 In the event that Cvent, any of its Sub-processors, or the Customer receives any regulatory request, order, or other binding decision or recommendation from the competent authority that requires amendments to the provisions hereof or any changes to the processing of Customer Personal Data hereunder ("Regulatory Request"), Cvent and the Customer as well as, to the extent necessary and/or reasonably practicable, representatives of a respective Sub-processor, shall, within a reasonable time after receiving and reviewing the Regulatory Request, discuss and work in good faith towards agreeing on a plan ("Compliance Review Plan") to determine
the details of how the Regulatory Request can be addressed. A timeframe for reviewing the Regulatory Request and preparing the Compliance Review Plan will be agreed between the parties, taking into account the requirements of EU Data Protection Laws and the urgency of the matter as well as doing everything commercially reasonable given the circumstances and nature of the Services to meet specific time frames set by the relevant authority in connection with the Regulatory Request. If Cvent, any of its Sub-processors, or the Customer believe that it is not possible to meet a specific time frame set by the relevant authority in connection with the Regulatory Request, Cvent and/or its Sub-processor will assist Customer to explain this to the relevant authority, including by providing details of the reasons why the timeframes cannot be met.

9.2 Except as amended by this DPA, the Agreement will remain in full force and effect.

9.3 If there is a conflict between the Agreement and this DPA the terms of this DPA will control.

9.4 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations, set forth in the Agreement.
Appendix 1

Personal Data Processing Information

1. **Subject matter**

   Cvent's provision of Services to Customer.

2. **Categories of data subjects**

   3. Customers' clients (attendees, submitters, survey respondents, customer's employees and associates, RFP submitters, Customer's business contacts, current and prospective customers, members, marketing partners, or other third party contacts that use Services to interact with Customer etc.).

3. **Categories of data**

   The Personal Data concern the following categories of data:

   - **Basic and contact data**: name, organization, title, postal address, e-mail address, telephone number, fax number, social media account ID, also credit or debit card number, or other payment account number, as well as applicable expiration dates and billing or shipping addresses;

   - **Usage data**: browser and device information, operating system, device type, system and performance information, app usage data, information collected through cookies, pixel tags and other technologies, general geographic location;

   - **Further data about a person**: dietary preferences, interests, activities, age, gender, education and occupation.

4. **Special categories of data (if appropriate)**

   The Personal Data concern the following special categories of data (please specify):

   No special categories of data are processed. 'Dietary preferences" is not considered data concerning health for the purposes of this DPA.

5. **Duration of Processing**

   The Personal Data are processed as set forth in section 8.1 to this DPA.