NOTE: On page 10 (Annex A: Data Processing Description), the Client must note in the comments to Section 5 if any special categories of data apply.

Data Processing Agreement

This Data Processing Agreement (the "**DPA**") is made and entered into by and between the ASI entity and/or any of its Affiliates ("**ASIC**") that has entered into an agreement with the Client for the purchase of products or services from ASIC (the "**Services**") and the client or customer identified as "Client", "Customer" or "You" on the agreement (the "**Client**"). Collectively, ASIC and the Client may be referred to as the "**Parties**".

This DPA, including its Schedules, forms part of any written agreement (including an executed Order Form or renewal Order Form) between Client and ASIC governing Client's purchase and use of the Services (the "**Agreement**") when Data Protection Laws (as that term is defined below) apply and will be effective as of the day ASIC receives a complete and executed Agreement from Client which incorporates this DPA (the "**DPA Effective Date**"). The ASIC entity that is party to the Agreement is party to this DPA.

The Parties wish to document the data protection requirements imposed upon the Parties by applicable Data Protection Laws (as that term is defined below) to demonstrate the Parties' compliance with applicable Data Protection Laws to the extent that ASIC and ASI Affiliates may Process Personal Data as a Processor (as those terms are defined below) on behalf of Client in the course of ASIC providing the Services to Client.

In consideration of the promises and covenants contained in the Agreement and this DPA, the Parties agree to comply with the following provisions with respect to any Personal Data:

- 1. This DPA is incorporated by reference into the Agreement. Except as modified in this DPA, and any other Addendum between the Parties, the terms of the Agreement shall remain in full force and effect.
- 2. **Definitions.** For purposes of this DPA, the following definitions shall apply:
 - a) "*ASI*" includes Advanced Solutions International, Inc., Advanced Solutions International (Europe) Limited, Advanced Solutions International-Canada Inc., or Advanced Solutions International (Asia-Pacific) Pty Ltd., as applicable.
 - b) "*ASI Affiliates*" for purposes of this DPA means ASI and any ASI affiliated company, including without limitation, Clowder, LLC, OpenWater Software, LLC and WBT Systems Limited engaged in the Processing of Personal Data.
 - c) "CCPA" means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018), as amended by the California Privacy Rights Act of 2020.
 - d) "*Business", "Sell", "Share", "Contractor" and "Service Provider"* will have the meanings given to them in the CCPA.
 - e) "*Client Data*" means what is defined in the Agreement as "Client Data", "Customer Data" or "Your Data", provided that such data is data and information submitted by or for Client to the Services. This DPA does not apply to Content or Non-ASIC Applications or Third-Party Products as defined in the Agreement.
 - f) "Consumer" will have the meaning given to it in the applicable Data Protection Laws.

- g) "*Controller*" means any natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data (as defined below).
- h) "*Data Subject*" means the individuals whose Personal Data is processed by ASIC on behalf of the Client pursuant to the terms of the Agreement and this DPA.
- i) "*Data Protection Laws*" means applicable legislation relating to data protection and privacy which applies to the respective party in the role of Processing of Personal Data under the Agreement, including but not limited to European (EU) Data Protection Laws, the UK GDPR and Data Protection Act 2018, the Ireland Data Protection Acts (1988-2018), the CCPA and, to the extent applicable, the Australian Privacy Pinciples and the data protection or privacy laws of any other country or U.S. state, all as amended, replaced or superseded from time to time.
- j) "EU Data Protection Laws" means 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 by the GDPR and laws implementing or supplementing the GDPR, and includes the UK GDPR and Data Protection Act 2018 and the Ireland Data Protection Act (2018).
- k) "EU Personal Data" means the Personal Data subject to EU Data Protection Laws.
- "GDPR" means Regulation (EU) 2016/679, the European General Data Protection Regulation, together with any additional implementing legislation, rules or regulations issued by applicable supervisory authorities, including as implemented or adopted under the laws of the United Kingdom and Ireland.
- m) "*Personal Data*" means any information relating to an identified or identifiable natural person where (i) such information is contained within Client Data; and (ii) is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.
- n) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed by ASIC and/or ASIC's Sub-Processors in connection with the provision of Services under the Agreement. "Personal Data Breach" will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- o) "*Processor*" means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
- p) "*Processing*" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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. The terms "Process", "Processes" and "Processed" will be construed accordingly.
- q) "EU Standard Contractual Clauses" means the standard contractual clauses between controllers and processors pursuant to the European Commission's Implementing Decision (EU) 2021/914 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as currently set out at <u>http://data.europa.eu/eli/dec_impl/2021/914/oj</u>, if applicable, along with Annex I, Annex II and Annex III located at <u>www.advsol.com/terms</u> and forming part of this DPA, and, if applicable, the International Data Transfer Addendum to the EU Commission

Standard Contractual Clauses ("**UK Addendum**"), located at <u>www.advsol.com/terms</u> and forming part of this DPA as Schedule 1, as may be amended, superseded or replaced.

- r) "*Subprocessor*" means any Processor engaged by ASIC to assist in fulfilling ASIC's obligations with respect to the provision of Services under the Agreement. Subprocessors may include third parties or ASI Affiliates.
- s) "*Transfer*" means to disclose or otherwise make Personal Data available to a third party (including to any affiliate or Subprocessor) either by physical movement of the Personal Data to such third party or by enabling access to the Personal Data by other means.
- 3. **Processing of Personal Data.** To the extent that ASIC acts as a Processor of any Personal Data on behalf of Client in the course of ASIC providing the Services to Client, the parties agree as follows:
 - 3.1 Compliance with Data Protection Laws. Client, as Controller, appoints and instructs ASIC as a Processor to process the Personal Data described in Annex A that is the subject of the Agreement. Within the scope of the Agreement and in its use of the Services, Client will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to its Processing of the Personal Data, including but not limited to those obligations set forth in the Agreement with respect to the creation, collection, use, disclosure, accuracy and legality of Client Data. ASIC shall process the Personal Data in compliance with all applicable Data Protection Laws. ASIC shall implement appropriate technical and organizational measures in such a manner that its Processing of Personal Data will meet the requirements of applicable Data Protection Laws. To the extent applicable, ASIC shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are applicable to ASIC's activities for the Client under the Agreement) ASIC shall make them available to Client upon request. Each party shall inform the other party if it determines that it is no longer able to comply with its responsibilities under applicable Data Protection Laws.
 - 3.2 **Permitted Purpose.** ASIC shall process the Personal Data only to the extent, and in such manner as is necessary to perform its obligations under the Agreement and this DPA and in accordance with the Client's written instructions, including with regard to any Transfers (the "**Permitted Purpose**"), unless required to comply with the law (in which case, ASIC shall provide prior notice to Client of such legal requirement, if permitted by law). ASIC shall not process any Personal Data for any other purpose. ASIC shall inform Client if ASIC is unable to follow such instructions or if, in its opinion, an instruction infringes applicable Data Protection Laws.
 - 3.3 Details of Processing. The subject matter of Processing of Personal Data by ASIC is the performance of the Services pursuant to the Agreement. Annex A (Data Processing Description) to this DPA sets out certain information regarding the details of processing of the Personal Data under this DPA. Client may make reasonable amendments to Annex A by written notice to ASI from time to time as Client reasonably considers necessary to meet requirements under applicable Data Protection Laws.
 - 3.4 International Transfers European (EU) Personal Data. ASIC shall only Transfer the EU Personal Data (or permit the EU Personal Data to be transferred) to countries outside of the United Kingdom, Switzerland or the European Economic Area, on the

documented instructions from Client and only if it has taken such measures as are necessary to ensure the Transfer is in compliance with the applicable Data Protection Laws. Client acknowledges and agrees that ASIC shall not be responsible for any Transfer of EU Personal Data which occurs when an authorized user accesses the software through a browser from a country or territory outside the United Kingdom, Switzerland or the European Economic Area. ASIC makes available the following transfer mechanisms, which shall apply to any transfers of EU Personal Data under this DPA from the United Kingdom, Switzerland or the European Economic Area, either directly or via onward transfer, to countries which do not ensure an adequate level of data protection within the meaning of the GDPR, to the extent such transfers are subject to the GDPR or such Data Protection Laws:

- (a) Advanced Solutions International, Inc. and OpenWater Software, LLC, located in the United States, certify to and comply with the Data Privacy Principles of the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework and the Swiss-U.S. Data Privacy Framework, and such Data Privacy Frameworks apply with respect to the processing of Personal Data that may be transferred to Advanced Solutions International, Inc. and OpenWater Software, LLC in the United States.
- (b) The EU Standard Contractual Clauses, to the extent they reference Module Two (Controller to Processor) and Module Three (Processor to Processor), and Annex I, Annex II and Annex III shall apply to the Processing of Personal Data that may be transferred to any ASI Affiliate in a country which does not ensure an adequate level of data protection within the meaning of the GDPR, including to Advanced Solutions International (Asia-Pacific) Pty Ltd in Australia, or to Clowder, LLC in the United States (or to any other ASI Affiliate in the United States in the event the adequacy determination is invalidated), where the EU GDPR or UK GDPR apply to such Processing.

For purposes of the EU Standard Contractual Clauses, Client is the data exporter, and ASIC and any ASI Affiliate engaged in Processing Personal Data, is the data importer. The relevant provisions of the EU Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for purposes of the Appendices to the EU Standard Contractual Clauses are set out in Annex I, Annex II and Annex III.

The EU Standard Contractual Clauses shall include the following: Clause 7 - Optional Docking Clause, Clause 9 Use of Sub-processors Option 2 General Written Authorization and the time period is 14 days, Clause 17 Governing Law Option 1 and the parties agree that this shall be the law of Belgium, Clause 18 (b) Choice of forum and jurisdiction and the parties agree that those shall be the courts of Belgium; and the Option in Clause 11(a) for independent dispute resolution is not included.

(c) The UK Addendum set out in Schedule 1 to this DPA, and incorporating the EU Standard Contractual Clauses, applies with respect to the Processing of Personal Data that may be transferred to any ASI Affiliate in a country which does not ensure an adequate level of data protection within the meaning of the UK GDPR, including to Advanced Solutions International (Asia-Pacific) Pty Ltd in Australia, or to Clowder, LLC in the United States (or to any other ASI Affiliate in the United States in the event the adequacy determination is invalidated), where the UK GDPR applies to such Processing.

ASIC has also entered into an Intra-Group Data Transfer Agreement with the ASI Affiliates regarding the transfer of Personal Data between the ASI Affiliates.

- 3.5 **Subprocessors.** ASIC has the Client's authorization for the engagement of Subprocessors to provide the Services. ASIC will make available to the Client the current list of Subprocessors, which may be posted at www.advsol.com/terms (for ASI) and updated periodically. Client hereby authorizes ASIC to appoint (and permit each Subprocessor appointed in accordance with this Section 3.5 to appoint) Subprocessors in accordance with this Section 3.5 and specifically authorizes ASIC to engage any ASI Affiliates, including without limitation Advanced Solutions International, Inc., Advanced Solutions International (Europe) Limited, Advanced Solutions International-Canada, Inc., and Advanced Solutions International (Asia-Pacific) Pty Ltd., in connection with the provision of the ASIC products or services, such as providing support services to Client, and to engage any data centers for hosting services, including Microsoft Azure, as a Subprocessor of any Personal Data for which ASIC is deemed a Processor. If required by applicable Data Protection Laws, before engaging any new Subprocessor to process Personal Data, ASIC will inform Client in writing at least fourteen (14) days in advance of any intended changes concerning the addition or replacement of other Subprocessors. Client will have the opportunity to object to such changes prior to the engagement by promptly notifying ASIC. ASIC may continue to use Subprocessors already engaged by ASIC as of the date of this DPA. ASIC will impose data protection terms on any Subprocessor engaged by ASIC 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 Subprocessor. ASIC shall remain responsible for any Subprocessor's compliance with the obligations of this DPA and for any acts or omissions of such Subprocessor that cause ASIC to breach any of its obligations under this DPA. ASIC shall notify Client if ASIC becomes aware of any breach by the Subprocessor of such obligations.
- 3.6 **Confidentiality of Processing.** ASIC shall ensure that access to Personal Data is limited to those of its staff, agents and Subprocessors who need access to the Personal Data to meet ASIC's obligations under the Agreement and that all persons authorized to process the Personal Data are informed of the confidential nature of the Personal Data and have entered into written agreements protecting the confidentiality of such information, to the extent applicable to the nature of the services provided.
- 3.7 **Security of Processing.** ASIC has implemented and will maintain appropriate technical and organizational measures to protect the Personal Data from a Personal Data Breach as set forth in the applicable ASIC Data Protection Policy, including as appropriate, the encryption of Personal Data, including during transmission, where the purpose of processing can be fulfilled in that manner. Such measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks involved in the processing for Data Subjects.

- 3.8 Cooperation and Data Subjects' Rights. Taking into account the nature of the processing, ASIC shall reasonably and timely assist the Client, at Client's expense and by appropriate technical and organizational measures, to enable Client to respond to: (i) any request from a Data Subject to exercise any of its rights under applicable Data Protection Laws (including its rights of access, correction, objection, erasure and data portability, as applicable), but Client must first amend, transfer or delete any Personal Data through the use of Client's rights and capabilities within the system or its System Administration rights; and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to ASIC, ASIC shall, to the extent legally permitted, promptly inform Client, providing details of the same and will not respond to such request unless authorized by Client, except to direct the Data Subject to submit its request to Client. ASIC will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of the Personal Data transmitted, stored or processed by ASIC. ASIC shall provide Client, on request and at Client's expense, such other assistance as may reasonably be required by Client to comply with its own obligations under applicable Data Protection Laws.
- 3.9 **Data Protection Impact Assessment.** If ASIC believes or becomes aware that its processing of Personal Data is likely to result in a high risk to the data protection rights and freedoms of Data Subjects, it shall inform Client. Upon Client's reasonable request, ASIC shall provide Client with reasonable and timely assistance, at Client's expense, as Client may require in order to conduct a data protection impact assessment related to Client's use of the Services if required by applicable Data Protection Laws, to the extent Client does not otherwise have access to the relevant information, and to the extent such information is available to ASIC, and, if necessary, consult with its relevant data protection authority.
- 3.10 **Security Incidents.** In the case of a Personal Data Breach resulting from any act or omission of ASIC (or any of its Subprocessors) that is a breach of this DPA, ASIC shall:
 - (a) notify Client without undue delay after knowledge of the Personal Data Breach, including a description of the nature of such breach, its likely consequences and the measures taken or proposed to address such breach; and
 - (b) provide Client with sufficient information and reasonable cooperation in order for Client to fulfill its data breach reporting obligations under (and in accordance with the timescales required by) applicable Data Protection Laws; and
 - (c) take reasonable commercial measures and actions as are necessary to cooperate with and assist the Client to remedy or mitigate the effects of the Personal Data Breach and shall keep Client informed about all developments in connection with the Personal Data Breach, as required by applicable Data Protection Laws.
- 3.11 **Deletion or Return of Personal Data.** At Client's discretion, ASIC shall delete or return to Client all Personal Data (including all copies of the Personal Data) in its possession or control after the end of the provision of services relating to Processing. This requirement shall not apply to the extent that ASIC is required by applicable law to

retain some or all of the Personal Data, in which event ASIC shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

- Audit. ASIC shall keep appropriate documentation of its Processing of Personal 3.12 Data on behalf of Client as required by applicable Data Protection Laws. Subject to the confidentiality obligations in the Agreement, at Client's reasonable request, and no more than once during any twelve (12) month period (unless required by instruction of a competent data protection authority or as necessary due to a Personal Data Breach), and upon giving at least ten (10) business days' prior written notice, ASIC shall make available to Client such information as may reasonably be necessary to demonstrate compliance with applicable Data Protection Laws and this DPA, including copies of any audit reports. When required by applicable Data Protection Laws, and subject to the confidentiality obligations in the Agreement, ASIC shall permit Client (or its appointed third-party professional auditors), at Client's expense, reasonably to audit ASIC's compliance, and shall make available to Client all information, systems and staff reasonably necessary for Client (or its third-party auditors) to conduct such audit, including inspections of ASIC's premises for the purposes of conducting such audit. Any audits or inspections pursuant to this subsection shall be conducted during regular business hours and shall not unreasonably interfere with or disrupt ASIC's day-to-day operations. Client and its appointed auditors shall take all reasonable steps to avoid causing any damages, injury or disruption to ASIC's premises, equipment, personnel and business in the course of such audit or inspection.
- 3.13 **Special Categories of Data**. Client shall not disclose (and shall not permit any data subject to disclose) any special categories of Personal Data for processing that are not expressly disclosed in Annex A attached hereto.
- 3.14 **Processing California Personal Data**. To the extent that the CCPA is applicable with respect to ASIC's Processing of Personal Data in the course of providing the Services, the parties acknowledge and agree that ASIC is a service provider. For the avoidance of doubt, ASIC is prohibited from (a) selling or sharing, retaining, using or disclosing the Personal Data for any purposes other than the Permitted Purpose; and (b) combining the Personal Data that ASIC receives from Client with Consumer Personal Data ASIC receives from another business or collects on its own from Consumers (unless such combination is necessary for certain business purposes identified in the implementing regulations).
- 3.15 **Unauthorized Use**. Client may, upon notice to ASIC, take reasonable and appropriate steps to stop and remediate any unauthorized use of Personal Data.
- 4. Limitation of Liability. ASIC's and ASI Affiliates' liability, taken together in aggregate, arising out of or related to this DPA, including under Clause 12 of the EU Standard Contractual Clauses, whether in contract, tort or any other theory of liability, is subject to the limitations and exclusions of liability set out in the Agreement and any reference to the liability of ASIC means aggregate liability of ASIC and all ASI Affiliates under the Agreement (including all DPAs). This Section 4 shall not vary the rights of data subjects pursuant to Clause 12 of the EU Standard Contractual Clauses.

- 5. Notification of Access by Public Authorities. ASIC shall notify Client, where possible, promptly if ASIC receives a legally binding request from, or becomes aware of direct access by, a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of Personal Data transferred pursuant to this DPA. ASIC will use all reasonable and lawful efforts to obtain a waiver if prohibited from notifying Client of such request. ASIC will challenge such request if after assessment it concludes there are reasonable grounds to believe the request is unlawful. ASIC will only disclose such Personal Data as required under applicable law and will provide the minimal amount permissible.
- 6. **Warranty.** Client warrants that it (a) shall comply with all requirements and obligations of applicable Data Protection Laws, including any applicable requirement to provide notice to Data Subjects of the use of ASIC as Processor; (b) shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Client acquired Personal Data; and (c) is entitled to transfer the relevant Personal Data to ASIC so that ASI may lawfully use, process and transfer the Personal Data in accordance with the Agreement on Client's behalf.
- 7. **Parties to this DPA.** The ASIC entity that is party to the Agreement is party to this DPA. Where the Standard Contractual Clauses are applicable, the ASIC entity that is a party to the Agreement and this DPA is the signatory to the Standard Contractual Clauses. Notwithstanding the signatures below of any other ASI Affiliates, such other ASI Affiliates are a party to this DPA and/or the Standard Contractual Clauses, if applicable, only to the extent such other ASI Affiliates are engaged in the Processing of Personal Data. Such other ASI Affiliates are not, and do not become, a party to the Agreement, and are a party only to this DPA.

The authorized signatory of Client has duly executed this DPA by their signature to the Agreement, which shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses incorporated herein, including their Annexes. The ASIC and ASI Affiliates have executed this DPA below, to the extent applicable to it:

Advanced Solutions International, Inc.

Jocelyn Y. Dyer Βv

DA7CEDF6AACE4B3... Name: Jocelyn Y. Dyer Title: Chief Administrative Officer Date: March 13, 2024

Advanced Solutions International (Europe) Limited (registered in England Number 05042925)

Jocelyn U. Dyer Bv:

Name: Jocelyn Y. Dyer Title: Vice President Date: March 13, 2024

Advanced Solutions International-Canada, Inc.

DocuSigned by:

By: <u>Andrew sherwin</u> Name: Andrew Sherwin Title: Director Date: March 13, 2024

Advanced Solutions International (Asia-Pacific) Pty Ltd. (ACN 060 645445)

By: <u>Paul Kamshoffom</u> Name: Paul Ranshoffom Title: Director Date: March 13, 2024

Clowder, LLC

DocuSigned by: Jocelyn Y. Dyer By:

Name. 90001911 Paper Title: Manager Date: March 13, 2024

OpenWater Software, LLC

By: <u>Lunal</u> Jolean Name: Kunnet Johan Title: President Date: March 13, 2024

WBT Systems Limited

Paul Dooley By

Name.^{BB}Paul Dooley Title: Director and Secretary Date: March 13, 2024

ANNEX A: DATA PROCESSING DESCRIPTION

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 DPA. ASIC and/or ASI Affiliates will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

2. The nature and purpose of the Processing of Client Personal Data

The objective of Processing Personal Data by ASIC and/or ASI Affiliates is the performance of Services pursuant to the Agreement. ASIC and/or ASI Affiliates will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Client in its use of the Services.

3. The types of Client Personal Data to be Processed

The Client may submit Personal Data to ASIC and/or ASI Affiliates, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Name, email address, phone numbers, contact details, company or organization name, position held, education qualifications, professional data, payment details and category of subscription or membership, event and engagement activities, details and results, purchase history, and areas of interest.

4. The categories of Data Subject to whom the Client Personal Data relates

The Client may submit Personal Data to ASIC and/or ASI Affiliates, the extent of which is determined and controlled by the Client in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects:

Prospects, members, sponsors, exhibitors, donors, subscribers, volunteers, vendors, employees, contractors, students, faculty and/or other constituents and customers.

5. Special categories of data (if appropriate)

The Personal Data to be Processed concern the following special categories of data (including data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and genetic data, biometric data uniquely identifying a natural person, health data, or data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions and offenses): **NONE**, unless Client specifies such information here.

List any special categories of data here.