DATA PROCESSING ADDENDUM

Customer EU Data Processing Addendum

This Data Processing Addendum ("**DPA**"), forms part of the Agreement between 24sessions.com B.V. ("**24sessions**") and The Customer("**Customer**") and shall be effective on the date both parties execute this DPA (**Effective Date**"). All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1.   Definitions

1.1.   "**Affiliate**" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with an entity.

1.2.   "**Agreement**" means 24sessions Terms of Use, which govern the provision of the Services to Customer, as such terms may be updated by 24sessions from time to time.

1.3.   "**Control**" means an ownership, voting or similar interest representing fifty percent (50%) or more of the total interests then outstanding of the entity in question. The term "**Controlled**" shall be construed accordingly.

1.4.   "**Customer Data**" means any Personal Data that 24sessions processes on behalf of Customer as a Data Processor in the course of providing Services, as more particularly described in this DPA.

1.5.   "**Data Protection Laws**" means all data protection and privacy laws applicable to the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

1.6.   "**Data Controller**" means an entity that determines the purposes and means of the processing of Personal Data.

1.7.   "**Data Processor**" means an entity that processes Personal Data on behalf of a Data Controller.

1.8.   "**EU Data Protection Law**" means (i) 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 (General Data Protection Regulation) ("**GDPR**"); and (ii) Directive 2002/58/EC concerning the processing of Personal Data and the protection of privacy in the electronic communications sector and applicable national implementations of it (as may be amended, superseded or replaced).

1.9.   "**EEA**" means, for the purposes of this DPA, the European Economic Area and the United Kingdom . In this DPA Switzerland is equivalent to countries within the EEA with regard to the rules on the transfer of Personal Data.

1.10.   "**Group**" means any and all Affiliates that are part of an entity's corporate group.

1.11.   "**Personal Data**" means any information relating to an identified or identifiable natural person.

1.12.   "**Privacy Shield**" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

1.13.   "**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

1.14.   "**Processing**" has the meaning given to it in the GDPR and "**process**", "**processes**" and "**processed**" shall be interpreted accordingly.

1.15. "**Security Incident**" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Data.

1.16. "**Services**" means any product or service provided by 24sessions to Customer pursuant to the Agreement.

1.17. "**Sub-processor**" means any Data Processor engaged by 24sessions or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or members of 24sessions

2. Relationship with the Agreement

2.1. The parties agree that DPA shall replace any existing DPA the parties may have previously entered into in connection with the Services.

2.2. Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict.

2.3. Any claims brought under or in connection with this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Agreement.

2.4. Any claims against 24sessions or its Affiliates under this DPA shall be brought solely against the entity that is a party to the Agreement. In no event shall any party limit its liability with respect to any individual's data protection rights under this DPA or otherwise. Customer further agrees that any regulatory penalties incurred by 24sessions in relation to the Customer Data that arise as a result of, or in connection with, Customer's failure to comply with its obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce 24sessions liability under the Agreement as if it were liability to the Customer under the Agreement.

2.5. No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.

2.6. This DPA shall be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

3. Scope and Applicability of this DPA

3.1. This DPA applies where and only to the extent that 24sessions processes Customer Data that originates from the EEA and/or that is otherwise subject to EU Data Protection Law on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement.

3.2. This DPA, as well as Annexes A and B of this DPA) shall apply to the Processing of Customer Data within the scope of this DPA from the Effective Date.

General Data Protection Obligations

4. Roles and Scope of Processing

4.1. **Role of the Parties**. As between 24sessons and Customer, Customer is the Data Controller of Customer Data, and 24sessions shall process Customer Data only as a Data Processor acting on behalf of Customer.

4.2. **Customer Processing of Customer Data**. Customer agrees that (i) it shall comply with its obligations as a Data Controller under Data Protection Laws in respect of its Processing of Customer Data and any Processing instructions it issues to 24sessions; and (ii) it has provided notice and obtained (or shall obtain) all consents and rights and take any other measures necessary under Data Protection Laws for 24sessions to process Customer Data and provide the Services pursuant to the Agreement and this DPA.

4.3. **24sessions Processing of Customer Data**. 24sessions shall process Customer Data only for the purposes described in this DPA and only in accordance with Customer's documented lawful instructions. The parties agree that this DPA and the Agreement set out the Customer's complete and final instructions to 24sessions in relation to the Processing of Customer Data and Processing outside the scope of these instructions (if any) shall require prior written agreement or instructions between Customer and 24sessions.

4.4. **Details of Data Processing**:

4.4.1. <u>Subject matter</u>: The subject matter of the Processing under this DPA is the Customer Data processed by 24session in its role as Data Processor, as described in art. 12.3 of the Terms of Use.

4.4.2. <u>Duration</u>: As between 24sessions and Customer, the duration of the Processing under this DPA is until the termination of the Agreement in accordance with its terms, unless the Customer requests to delete certain (personal) data from 24sessions' storage.

4.4.3. <u>Purpose</u>: The purpose of the Processing under this DPA is the provision of the Services to the Customer and the performance of 24sessions obligations under the Agreement (including this DPA) or as otherwise agreed by the parties.

4.4.4. <u>Nature of the Processing</u>: 24sessions provides a video chat service, accompanied with scheduling, reviews, (storage of) (video) recordings, reporting, back-up of files and more, as described in the Agreement.

4.4.5. <u>Categories of data subjects</u>: Any individual accessing and/or using the Services through the Customer's account ("**Users**"); and any individual: (i) who booked a User, was invited by a User or attended a meeting with a User and left their Email address, name and potentially other details, or (ii) who otherwise engages or communicates via the Services (collectively, "**Guests**").

4.4.6. <u>Types of Customer Data</u>:

4.4.6.1. (i) <u>Users</u>: Instance data (such as User name, Company Name, Email address); Company financial information (bank details, account details, payment information), usage information (such as (storage of) video recordings, reviews and wrap-ups) and optional information (such as Profile photo, Job Title, Location and Company logo)

4.4.6.2. (ii) <u>Guest data</u>: Contact data (such as name, Email address, (optional) phone number): IT information (such as IP addresses, usage data, cookies data (optional), online navigation data, location data, browser data) and usage information (such as (storage of) video recordings, reviews and wrap-ups).

4.4.7. Notwithstanding anything to the contrary in the Agreement (including this DPA), Customer acknowledges that 24sessions shall have a right to use and disclose data relating to the operation, support and/or use of the Services for its legitimate business purposes, such as billing, account management, technical support, product development and sales and marketing. To the extent any such data is considered Personal Data under Data Protection Laws, 24sessions is the Data Controller of such data and accordingly shall process such data in accordance with the [24sessions Privacy Policy](link) and Data Protection Laws.

5. Subprocessing

5.1. **Authorized Sub-processors**. Customer agrees that 24sessions may engage Sub-processors to process Customer Data on Customer's behalf. The Sub-processors currently engaged by 24sessions and authorized by Customer are listed in **Annex A**.

5.2. **Sub-processor Obligations**. 24sessions shall: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause 24sessions to breach any of its obligations under this DPA.

6. **Security**

6.1. **Security Measures**. 24sessions shall implement and maintain appropriate technical and organizational security measures to protect Customer Data from Security Incidents and to preserve the security and confidentiality of the Customer Data, in accordance with 24sessions security standards described in **Annex B** ("**Security Measures**").

6.2. **Updates to Security Measures**. Customer is responsible for reviewing the information made available by 24sessions relating to data security and making an independent determination as to whether the Services meet Customer's requirements. Customer acknowledges that the Security Measures are subject to technical progress and development and that 24sessions may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services purchased by the Customer.

6.3. **Customer Responsibilities**. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Customer Data when in transit to and from the Services and taking any appropriate steps to securely encrypt or backup any Customer Data used by Customer itself. As for the Customer Data uploaded to the Services, 24sessions will take appropriate security measures to protect such Customer Data within the boundaries of the Services, for example by means of encryption.

7. **Security Reports and Audits**

7.1. 24sessions shall provide written responses (on a confidential basis) to all reasonable requests for information made by Customer, including responses to information security and audit questionnaires that are necessary to confirm 24sessions compliance with this DPA, provided that Customer shall not exercise this right more than once per year.

8. **International Transfers**

8.1. **Data storage**. The (video) recordings processed by 24sessions on behalf of Customer will only be stored within the European Union. 24sessions stores this type of Customer Data at EU data centers (Ireland and Germany) from Amazon.

8.2. **(Sub) data processing**. Apart from the data storage as set out in paragraph 8.1., 24sessions may transfer and process Customer Data anywhere in the world where 24sessions, its Affiliates or its Sub-processors maintain Processing operations. 24sessions shall at all times ensure that such Affiliates and Sub-processors provide an adequate level of protection for the Customer Data processed, in accordance with the requirements of Data Protection Laws.

8.3. **Standard Contractual Clauses**. To the extent that 24sessions processes any Customer Data protected by EU Data Protection Law under the Agreement and/or that originates from the EEA, in a country that has not been designated by the European Commission or Swiss Federal Data Protection Authority (as applicable) as providing an adequate level of protection for Personal Data, the parties acknowledge that 24sessions shall be deemed to ensure that such Affiliate or Sub-processor provides an adequate level of protection by other means, e.g. using the standard data protection clauses adopted by the Commission in accordance with the GDPR.

8.4. **Alternative Transfer Mechanism**. The parties agree that the data export solution identified in Section 8.2 shall not apply if and to the extent that 24sessions adopts an alternative data export solution for the lawful transfer of Personal Data (as recognized under EU Data Protection Laws) outside of the EEA ("**Alternative Transfer Mechanism**"), in which event, the Alternative Transfer Mechanism shall apply instead (but only to the extent such Alternative Transfer Mechanism extends to the territories to which Personal Data is transferred.

9. **Additional Security**

9.1. **Confidentiality of Processing**. 24sessions shall ensure that any person who is authorized by 24sessions to process Customer Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

9.2. **Security Incident Response**. Upon becoming aware of a Security Incident, each Party shall notify the other Party without undue delay and shall provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by such Party.

10. Changes to Sub-processors

10.1. 24sessions shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email shall suffice) if it adds or removes Sub-processors at least 10 days prior to any such changes.

10.2. Customer may object in writing to 24sessions appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties shall discuss such concerns in good faith with a view to achieving resolution. If this is not possible, Customer may suspend or terminate the Agreement (without prejudice to any fees incurred by Customer prior to suspension or termination).

11. Return or Deletion of Data

11.1. Upon termination or expiration of the Agreement, 24sessions shall (at Customer's election) delete or return to Customer all Customer Data (including copies) in its possession or control, save that this requirement shall not apply to the extent 24sessions is required by the applicable law to retain some or all of the Customer Data.

12. Cooperation

12.1. The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to independently access the relevant Customer Data within the Services, 24sessions shall (at Customer's expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the Processing of Personal Data under the Agreement. In the event that any such request is made directly to 24sessions, 24sessions shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so. If 24sessions is required to respond to such a request, 24sessions shall promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

12.2. If a law enforcement agency sends 24sessions a demand for Customer Data (for example, through a subpoena or court order), 24sessions shall attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, 24sessions may provide Customer's basic contact information to the law enforcement agency. If compelled to disclose Customer Data to a law enforcement agency, then 24sessions shall give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless 24sessions is legally prohibited from doing so.

12.3. To the extent 24sessions is required under Data Protection Laws, 24sessions shall (at Customer's expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

IN WITNESS WHEREOF, the parties have caused this DPA to be executed by their authorized representative:

24sessions.com B.V.

Name:

Title:

Customer

Name:

Title:

24SESSIONS

DPA Annex A - List of 24sessions Sub-processors

24sessions uses its Affiliates and a range of third party Sub-processors to assist it in providing the Services (as described in the Agreement). These Sub-processors set out below provide cloud hosting and storage services; content delivery and review services; assist in providing customer support; as well as incident tracking, response, diagnosis and resolution services.

Name of required Sub-contractor	Information being processed	Location of processing information	Information being stored	Location of storing information
Amazon	- User information * - Guest information * - Meeting information *	Dublin (EU)	- User information * - Guest information * - Meeting information *	Dublin & Frankfurt (EU)
Digital Ocean	- Encrypted media packages (without possibility to decrypt)	The Netherlands (EU)	-	-
Zendesk	- User (agent) information - Product usage statistics (no personal data)	Ireland (EU)	- User (agent) information - Product usage statistics (no personal data)	Ireland (EU)
Pendo	- User (agent) information - Product usage statistics (no personal data)	EU	- User information - product usage statistics (no personal data)	EU
Flowmailer	- Email address guest - Body of email notifications	The Netherlands (EU)	-	-
Tableau	- User information * - Guest information * - Meeting information (no recordings) *	Dublin (EU)	- User information * - Guest information * - Meeting information (no recording) *	Dublin (EU)
Cumul.io	- User information * - Meeting information *	EU	- User information * - Meeting information *	EU

Optional

Name of optional Sub-contractor	Information being processed	Location of processing information	Information being stored	Location of storing information
Hubper	User information *	The Netherlands (EU)	-	-
MessageBird	- SMS Message (ID) - Sender ID - Destination phone number - Status (sent, delivered, not delivered)	Netherlands & Belgium (EU)	- SMS Message (ID) - Sender ID - Destination phone number - Status (sent, delivered, not delivered)	Netherlands & Belgium

	- Created Date & Time - Last Status Change Date & Time		- Created Date & Time - Last Status Change Date & Time *(Anonymised after 6 months)*	
Twilio	Audio tracks of the conversation. (recorded dial-in)	Globally	-	-
Google Cloud	Audio tracks of the conversation	Globally	-	-
Pusher	Chat and system messages exchanged during the meeting	US	-	-

User information includes:
- User name
- User email
- IP address
- Language (optional)
- Role (optional)
- Licence type (optional)

Guest information includes:
- Guest name
- Guest email
- IP address
- Guest phone (optional)

Meeting information includes:
- Meeting date
- Meeting description
- Meeting review (optional)
- Meeting wrap-up (optional)
- Audio and/or video recording of the meeting (optional)

DPA Annex B – Security Measures

A description of the Security Measures applicable to the Services can be found here www.24sessions.com/security (as updated from time to time in accordance with Section 6.2 of this DPA).

The Privacy Policy (in accordance with the GDPR) applicable to the Services can be found here: www.24sessions.com/privacy (as updated from time to time).