



DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Terms of Service available at <https://socio.events/termservice> ("**Terms**") or any other written or electronic agreement for the purchase of the Socio Service as identified in such agreement (collectively "**Principal Agreement**") between Socio; and the entity listed in the signature block below ("**Customer**"). Socio and Customer are each a "Party" and collectively, the "Parties".

Except as modified below, the Principal Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the Parties hereby agree that:

The terms and conditions set out below shall be added as an addendum to the Principal Agreement.

Except where the context requires otherwise, references in this DPA to the Principal Agreement are to the Principal Agreement as amended by, and including, this DPA.

DEFINITIONS AND INTERPRETATION

In this DPA, the following terms shall have the meanings set out below and cognate Principal Agreement shall be construed accordingly:

"Applicable Data Privacy Law" means EU General Data Protection Regulation 2016/679 ("GDPR"), California Consumer Privacy Act of 2018 ("CCPA") or any other applicable data protection or privacy law where applicable;

"Customer Personal Data" means any Personal Data or Personal Information Processed by Socio on behalf of the Customer pursuant to or in connection with the Principal Agreement and this DPA;

"Standard Contractual Clauses" means the contractual clauses pursuant to European Commission's Decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection and all future Standard Contractual Clauses approved by the European Commission;

"Appropriate Safeguards" means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under the Applicable Data Privacy Law, especially but not limited to Art 46 GDPR.

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Principal Agreement or the Applicable Data Privacy Law.

The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

1. PROCESSING OF CUSTOMER PERSONAL DATA

1.1. **Role of the Parties.** The Parties acknowledge and agree that with regard to the Processing of Customer Personal Data in Exhibit 1, Customer is the Controller (or Business), Socio is the Processor (or Service Provider) and that Socio will engage Subprocessors pursuant to the requirements set out in Clause 4 Subprocessors below.



1.2. Customer's Processing of Customer Personal Data. Customer shall, in its use of the Services and instructions to Socio:

- a) comply with Applicable Data Privacy Law in their Processing of Customer Personal Data; and
- b) have sole responsibility for the accuracy, quality and legality of Customer Personal Data as provided by Customer to Socio and the means by which Customer acquired Customer Personal Data.

1.3. Socio's Processing of Customer Personal Data. Socio shall:

- a) comply with Applicable Data Privacy Law in their Processing of Customer Personal Data; and
- b) treat Customer Personal Data as Confidential Information; and
- c) not Process Customer Personal Data other than on the relevant Customer's documented instructions unless Processing is required by Applicable Data Privacy Law, in which case Socio shall to the extent permitted by applicable laws inform Customer of that legal requirement before the relevant Processing of that Customer Personal Data; and
- d) act and shall continue to act, solely as Customer's Processor (or Service Provider) with respect to all Customer Personal Data transferred to Socio under the Principal Agreement; and
- e) be prohibited from selling Customer Personal Data, and retaining, using or disclosing Customer Personal Data outside of the direct business relationship between Customer and Socio.

Socio certifies that Socio understands the restrictions in this clause and will comply with them in accordance with Applicable Data Privacy Laws.

1.4. Processing Instructions. Customer instructs Socio and authorises Socio to Process Customer Personal Data; and transfer Customer Personal Data according to clause 10, as reasonably necessary:

- a) for the provision of the Services and consistent with the Principal Agreement and this DPA;
- b) to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the Principal Agreement and this DPA.

1.5. Details of the Processing. Exhibit 1 to this DPA sets out:

- a) the subject matter and duration of the Processing of Customer Personal Data;
- b) the nature and purpose of the Processing of Customer Personal Data;
- c) the categories of Data Subject (or Consumer) to whom the Customer Personal Data relates; and
- d) the types of Customer Personal Data to be Processed.

2. DATA SUBJECT (OR CONSUMER) RIGHTS

2.1. Data Subject (or Consumer) Request. Socio shall, to the extent legally permitted, notify Customer at the email address associated with the licence owner and/or Event Planner as defined in the Principal agreement without undue delay if Socio receives a request from a Data Subject (or Consumer) to

exercise the Data Subject’s (or Consumer’s) right of access (or disclosure), right to rectification, restriction of Processing, erasure (or deletion or the “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 (or Consumer) Request**”). The Parties must not discriminate against a Consumer because they exercised their rights.

2.2. **Socio Assistance.** Taking into account the nature of the Processing, Socio shall reasonably assist Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer’s obligations to respond to requests to exercise Data Subject (or Consumer) rights under the Applicable Data Privacy Law. Socio shall not be liable for Customer’s failure to address Data Subject (or Consumer) Requests.

3. SOCIO PERSONNEL

3.1. **Confidentiality.** Socio shall ensure that its personnel engaged in the Processing of Customer Personal Data are informed of the confidential nature of Customer Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements or are under an appropriate statutory obligation of confidentiality. Socio shall ensure that confidentiality obligations regarding Customer Personal Data survive the termination of the personnel engagement.

3.2. **Limitation of access.** Socio shall ensure in each case that access is strictly limited to those individuals who need to know / access the relevant Customer Personal Data, as strictly necessary for the purposes of the Principal Agreement and this DPA, and to comply with Applicable Data Privacy Laws in the context of that individual's duties to Socio.

4. SUBPROCESSING

4.1. **Appointment.** Customer authorises Socio to appoint Subprocessors in connection with the Services and in accordance with this Clause 4.

4.2. **Current Subprocessors.**

SUBPROCESSOR	PURPOSE	PERSONAL DATA	LOCATION WHERE PERSONAL DATA IS PROCESSED
Heroku	Platform as a Service; database hosting	Attendee profile data, Participant content data, Planner profile data, Attendee technical data, Planner purchase data, Sponsor profile data	USA
Intercom	Attendee support	Attendee profile data, Participant content data, Sponsor profile data	USA

SUBPROCESSOR	PURPOSE	PERSONAL DATA	LOCATION WHERE PERSONAL DATA IS PROCESSED
Google	Platform as a Service; database hosting; authentication; push notifications	Attendee profile data, Participant content data, Planner profile data, Sponsor profile data	USA
Twilio	Transactional email messaging	Attendee profile data, Planner profile data, Sponsor profile data	USA
Filestack	Web service for file uploads	Attendee profile data, Participant content data, Sponsor profile data	USA
Bugsnag	Web service for error logging	Attendee profile data, Attendee technical data	USA
Amazon / AWS	Platform as a Service; database hosting; event analytics; transactional email messaging; streaming	Attendee profile data, Participant content data, Planner profile data, Attendee technical data	USA
Amplitude	Web service for application analytics	Attendee profile data, Attendee technical data	USA
Segment.io	Web service for analytics data collection and transfer	Attendee technical data	USA

Our parent company Cisco Systems Inc. and its subsidiaries may also act as Subprocessors in some circumstances under Standard Contractual Clauses entered into.

4.3. New Subprocessors. Socio will notify customers of new Subprocessors by updating the list of Subprocessors on the Website. Customer may also sign up to receive notifications of new Subprocessors via e-mail by e-mailing legal@socio.events with the subject "Subscribe to New Subprocessor Notifications" and specifying the email address such notifications should be sent to. If, within a reasonable time specified in the notice, Customer notifies Socio in writing of any objections to the proposed appointment based on reasonable grounds relating to data protection: Socio shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Services which avoids the use of that proposed Subprocessor. Where such a change cannot be made, notwithstanding anything in the Principal Agreement, Customer may by written notice to Socio with immediate effect terminate the relationship to the extent that it relates to the

Services which require the use of the proposed Subprocessor. Such termination is without prejudice to any fees incurred by Customer prior to the termination.

4.4. With respect to each Subprocessor, Socio shall:

- a) carry out adequate due diligence before the Subprocessor first Processes Customer Personal Data to ensure that the Subprocessor is capable of providing the level of protection for Customer Personal Data required by the Applicable Data Privacy Law;
- b) ensure that the arrangement between Socio and the Subprocessor, is governed by a written contract including Principal Agreement which offer at least the same level of protection for Customer Personal Data as those set out in the Applicable Data Privacy Law.

4.5. **Liability.** Socio shall be liable for the acts and omissions of its Subprocessors to the same extent Socio would be liable if performing the services of each Subprocessor directly under the Principal Agreement of this DPA.

5. SECURITY

5.1. **Socio obligations.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Socio shall, at its cost and expense, in relation to Customer Personal Data implement appropriate technical and organizational measures in accordance with the Security Appendix: Socio Technical and Organisational Measures available at <https://socio.events/docs/infosecappx> to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in the Applicable Data Privacy Law, especially Article 32 of the GDPR. In assessing the appropriate level of security, Socio shall take account in particular of the risks that are presented by Processing, in particular from a Personal Data Breach.

5.2. These measures should entail physical, logical and data access control as well as data transfer, instruction, entry, availability and separation control.

5.3. **Customer obligations.** 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 Personal Data when in transit to and from the Services.

6. PERSONAL DATA BREACH

6.1. Socio shall notify Customer at the email address associated with the licence owner and/or Event Planner as defined in the Principal agreement without undue delay upon Socio confirming a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information to allow Customer to meet its obligations to report or inform Data Subject (or Consumers) of the Personal Data Breach under the Applicable Data Privacy Law.

6.2. Socio shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach, as permitted by any involved law enforcement agencies.

6.3. Socio shall promptly resolve as far as possible, at its own cost and expense, all data protection and security issues discovered by Customer and reported to Socio that reveal a breach or potential breach by Socio of its obligations under the Applicable Data Privacy Law.

6.4. If Socio is in breach of its obligations under this DPA, Customer may suspend the transfer of Customer Personal Data to Socio until the breach is remedied.

7. ASSISTANCE, INFORMATION, RECORDS AND AUDIT

7.1. Socio shall reasonably assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available.

7.2. Socio shall cooperate with reasonable requests by Customer for legally required security audit (subject to mutual agreement on the time, duration, place, scope and manner of the audit), and respond to reasonable requests for the executive summary of any testing reports once the Customer enters into a non-disclosure agreement with Socio. Socio shall make available to Customer, upon written request and without undue delay, copies of any third party audit reports or certifications it maintains that apply to the Service, to the extent that Socio maintains such certifications in its normal course of business.

8. DELETION OR RETURN OF CUSTOMER PERSONAL DATA

8.1. Socio shall, at the choice of the Customer, delete or return all the Customer Personal Data to the Customer after the end of the provision of Services, and deletes existing copies unless applicable law requires storage of the Customer Personal Data.

9. LIMITATION OF LIABILITY

9.1. Unless expressly provided otherwise, each Party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability is subject to the limitation of liability clauses of the Principal Agreement.

10. TRANSFER MECHANISMS

10.1. In the absence of an adequacy decision, Customer Personal Data may only be transferred to a third country outside the EEA or to an international organisation where there are Appropriate Safeguards – e.g. pursuant to the Standard Contractual Clauses as issued by the relevant authorities, including equivalent obligations on the Subprocessor in respect of Customer Personal Data under Applicable Data Privacy Law.

GENERAL PRINCIPAL AGREEMENT

11. Term

11.1. The term of this DPA shall correspond to the term of the Principal Agreement.

12. Validity and Effective Date

12.1. This DPA is entered into from the date of the last signature and valid and effective from the date the other Party receives the countersigned copy.

12.2. This DPA may be executed electronically. The Parties expressly waive any right to object to the validity, effectiveness or enforceability of an electronically signed DPA. By placing a name or other identifier in connection with this DPA, the Party doing so intends to sign the DPA with the signature attributed to the content. The last Party to which the signed DPA has been delivered via the respective e-mail address, sends the DPA with electronic signature back to the sending Party. For the avoidance of any doubt, the Parties agree that their signatures can be replaced by mechanical means, i.e. by the electronic signature, unless a qualified electronic signature is used.

12.3. This DPA may be executed (including use of e-signature technology) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Authority and Third Parties

13.1. Parties warrant and represent that they have full power and authority to enter into and perform their respective obligations under the DPA.

13.2. Except as otherwise provided hereunder or under applicable law, no one other than a Party to this DPA, its successors and permitted assigns shall have any right to enforce any of its terms.

14. Governing Law and Jurisdiction

14.1. The Parties to this DPA hereby submit to the jurisdiction of Santa Clara County courts with respect to any disputes or claims howsoever arising under this DPA, and this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of California notwithstanding the conflict of law provisions and other mandatory legal provisions.

15. Order Of Precedence

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

15.2. Nothing in this DPA reduces Socio's obligations under the Principal Agreement in relation to the protection of Customer Personal Data or permits Socio to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by the Principal Agreement.

15.3. With regard to the subject matter of this DPA, in the event of inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Principal Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the Parties) agreements entered into or purported to be entered into after the date of this DPA, the provisions of this DPA shall prevail.

16. Severance

16.1. Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the Parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.



Socio Labs, LLC
115 W Washington Street Ste 1190
Indianapolis, IN. 46204
+1-877-336-2888

IN WITNESS WHEREOF, this DPA is entered into and becomes a binding part of the Principal Agreement.

For and on behalf of Customer:

Signature _____

Name _____

Title _____

Date Signed _____

For or on behalf of Socio, Socio Labs, LLC.

115 W. Washington Street

Suite 1190

Indianapolis, Indiana 46204:

Signature _____

Name _____

Title _____

Date Signed _____

EXHIBIT 1: DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Exhibit 1 includes certain details of the Processing of Customer Personal Data as required by Applicable Data Privacy Law.

Subject matter and duration of the Processing of Customer Personal Data

Subject matter: The subject matter of the Processing under this DPA is the types of Customer Personal Data as listed in this Exhibit 1.

Duration: Personal Data may be Processed and stored for the period necessary to fulfil the agreed purposes of processing pursuant to and for the duration of this DPA and to comply with Applicable Data Privacy Law. This will generally be for the Term plus the period from the expiry of the Term until deletion of all Customer Data by Socio in accordance with its back up policies.

The Service offers certain controls for the Users to delete their data. Requests for users to delete their data, as permitted by law, can be requested via email to privacy@socio.events.

The nature and purpose of the Processing of Customer Personal Data

Nature: Socio provides a software as a service event platform solution through a cloud based platform that enables real-time planning, active engagement of participants at Events organised by Event Planners as described in the Principal Agreement.

Purpose: The purpose of the Customer Personal Data Processing under this DPA is:

- a) to allow Socio to provide the Services to the Customer as described in the Principal Agreement and consistently with this DPA;
- b) to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the Principal Agreement and this DPA or to process requests initiated by Customer or Customer's Users in their use of the Services;
- c) to comply with any legal obligation.

The categories of Data Subject (or Consumer) to whom the Customer Personal Data relates

Attendees and/or participants of Customer's Events

The types of Customer Personal Data to be Processed under this DPA

Any Customer Personal Data submitted by attendees and/or participants via the Service in their sole discretion contained in:

- Attendee Profile Data (name, email address(es), password, photograph, event enrolments)
- Attendee Technical Data (device information, location, application usage)
- Participant Content Data (presentation material, chat, video, in-app interactions)
- Planner Profile Data (name, email address(es), password, photograph)
- Planner Purchase Data (invoice contents, in-app credits purchased)
- Sponsor Profile Data (name, email address, password, photograph, company)



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Special categories of data

It is against the Principal Agreement to submit special categories of data via the Service.