

DATA PROCESSING ADDENDUM (DPA) FOR ORGANIZERS

This Data Processing Agreement (“DPA”) forms part of the Contract for Services previously entered into under the EventPilot Technical Provider Agreement (the “Principal Agreement”). This Agreement is an amendment to the Principal Agreement to reflect the parties’ agreement with regard to the Processing of Personal Data in accordance with the requirements of European Data Protection Laws. This DPA is entered into as of the later of the dates beneath the parties' signatures below. This DPA includes the European Union’s Standard Contractual Clauses (Processor) incorporated herein as Attachment 1. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

How to Execute this DPA

This DPA has been pre-signed on behalf of ATIV Solutions, LLC and consists of two parts: the main body of the DPA, and Attachment 1 (including Appendices 1 and 2). When ATIV receives the completed and signed DPA as specified below, this DPA will become a legally binding addendum to the Principal Agreement or Organizer's Statement of Work (if Organizer signing this DPA has only executed a Statement of Work but is not a party to the Principal Agreement). To make this DPA a part of the Principal Agreement, as the case may be, a Statement of Work, Organizer must do the following:

- (A) Complete the information in the signature block of this DPA and have an authorized representative sign on page 8.
- (B) Complete the information in the Standard Contractual Clauses included with this DPA. As the data exporter, complete the information on pages 1, 5, 6, and 7 of the Standard Contractual Clauses and have an authorized representative sign on pages 5, 6, and 7.
- (C) The DPA may be completed electronically with an e-signature as indicated above. Alternatively, this DPA may be printed, completed, and signed as indicated above, and returned to ATIV via email at: accounting@ativsoftware.com.

How this DPA Applies

- (A) If Organizer signing this DPA is a party to the Principal Agreement, the ATIV entity that is a party to the Principal Agreement is a party to this DPA.
- (B) If Organizer signing this DPA has executed a Statement of Work under the Principal Agreement but is not a party to the Principal Agreement, this DPA will be incorporated in the Statement of Work and the ATIV entity that is a party to the Statement of Work will be a party to this DPA.
- (C) This DPA will not be valid and legally binding if the signing Organizer is not a party to the Principal Agreement or a Statement of Work(s) or is an indirect customer through the original Organizer. An indirect customer should contact the authorized Organizer about its contract with that Organizer.

Data Processing Terms

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

The terms of this DPA shall follow the terms in the Principal Agreement. Terms not defined herein shall have the meaning as set forth in the Principal Agreement.

1. DEFINITIONS

- 1.1 Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:
- 1.1.1 "DPA" means this Data Processing Agreement and all Schedules;
 - 1.1.2 "Controller" means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
 - 1.1.3 "Organizer" means the non-ATIV party to both the Principal Agreement and this DPA that has access to the Services.
 - 1.1.4 "Data Subject" means the individual to whom the Personal Data relates.
 - 1.1.5 "European Data Protection Laws" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area, and their member states, Switzerland, and the United Kingdom, applicable to the Processing of Personal Data under the Principal Agreement.
 - 1.1.6 "ATIV" means ATIV Solutions LLC (aka ATIV Software) that is a party to both the Principal Agreement and this DPA.
 - 1.1.7 "Personal Data" means any Personal Data processed by Organizer as a Controller, or as the case may be (and in accordance with section 3.1 Roles and Responsibilities below), as a Processor as set out in Appendix 1
 - 1.1.8 "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.
 - 1.1.9 "Processor" means an entity that processes Personal Data on behalf of the Controller.
 - 1.1.10 "Sub-processor" means any person appointed by or on behalf of the Processor to process Personal Data on behalf of Controller in connection with the DPA.
 - 1.1.11 "Services" means any services provided by ATIV to Organizer, as defined in the ATIV Terms of Service, Principal Agreement, or any other applicable services agreement between Organizer and ATIV.
 - 1.1.12 "Technical and Organizational Security Measures" means reasonable security measures implemented by ATIV appropriate to the type of Personal Data being Processed on Organizer's behalf and the Services being provided by ATIV designed to protect Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure.

- 1.1.13 "Security Incident" means accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access, or use of Personal Data processed by ATIV on Organizer's behalf as part of Organizer's use of the Services.
- 1.1.14 "Standard Contractual Clauses" means, as applicable, the agreement executed by and between Client and ATIV and attached hereto as Attachment 1 pursuant to the European Commission 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.

2. APPLICABILITY OF DPA

- 2.1 Applicability. This DPA shall apply only to the extent Organizer or ATIV are established within the United Kingdom, EEA or Switzerland and/or to the extent ATIV processes Personal Data of Data Subjects located in the United Kingdom, EEA, or Switzerland on behalf of Organizer or Organizer Affiliate or otherwise Organizer or ATIV are subject to the European Data Protection Laws.

3. ROLES AND RESPONSIBILITIES

- 3.1 **Parties' Roles.** In using the Services of ATIV, Organizer acts as a Business and is a Data Controller of the Personal Data associated with an individual using ATIV Services, or on whose behalf an individual is using ATIV Services, to attend an Organizer's event ("Consumer"). Organizer represents and warrants that it has provided any necessary notices and if required, obtained any necessary consents related to the collection of such Personal Data from the Consumer and Organizer has the right to share such Personal Data with ATIV.

Where ATIV processes the Personal Data of Consumers on behalf of Organizer as part of the Services, ATIV is a Data Processor or Service Provider in performing such Processing and Organizer is the Data Controller or Business. This includes circumstances where ATIV obtains Personal Data as a result of the provision of its core event services (for example, where ATIV facilitates the transmission of emails to Consumers at the request of Organizers or provides event reports and tools to enable Organizers to gain insights into the effectiveness of the event).

- 3.2 **Personal Data and Processing Activities.** Details about the Personal Data to be Processed by ATIV and the Processing activities to be performed under the Principal Agreement are as follows: (i) duration - as set out in the Principal Agreement; (ii) nature, purpose, and subject matter - to enable Organizer to organize and manage events using ATIV Services; (iii) data categories - name, email address, information related to sessions registered and attended, relationship to Organizer and any other Personal Data that Organizer requests of its Consumers; (iv) data subjects - Consumers.
- 3.3 **Purpose Limitation.** ATIV shall process Personal Data only on the documented instructions of Organizer, unless required to do otherwise by applicable law. ATIV shall inform Organizer of the legal requirement before Processing Personal Data other than in accordance with Organizer's instructions, unless that same law prohibits ATIV from doing so on important grounds of public interest. ATIV will not retain, use, disclose or sell Personal Data except as necessary to perform ATIV's obligations under the Principal Agreement, or as otherwise permitted by Applicable Law. Organizer will ensure that its instructions comply with all laws, regulations, and rules applicable to the Personal Data, and that ATIV's Processing of such Personal Data will not cause ATIV to violate any applicable law, regulation, or rule, including European Data Protection Laws. ATIV will notify Organizer if in its opinion an instruction is in breach of applicable European Data Protection Laws. Organizer hereby instructs ATIV, and ATIV hereby agrees, to Process Personal Data as necessary to perform ATIV's obligations under the Principal Agreement and for no other purpose, unless otherwise specified in this DPA or required to comply with the law or other binding governmental order. In the event that this DPA or any actions to be taken or contemplated in performance of

this DPA do not or would not satisfy either party's obligations under applicable European Data Protection Laws, the parties shall negotiate in good faith upon an appropriate amendment to this DPA.

- 3.4 **Training.** ATIV 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 Personal Data.
- 3.5 **Sub-processors:** ATIV shall not appoint (or disclose any Personal Data to) any Subprocessor unless they meet the obligations of the applicable European Data Protection Laws.
- 3.6 **Compliance.** Organizer, irrespective of Organizer's role as a Controller or a Processor, shall be responsible for ensuring that, in connection with 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 European Data Protection Laws; and
 - (b) it has, and will continue to have, the right to transfer, or provide access to, the Personal Data to ATIV for processing in accordance with the terms of the Principal Agreement and this DPA.

4. SECURITY

- 4.1 **Security.** ATIV has in place Technical and Organizational Security Measures which include, but are not limited to, the measures described here: <https://www.ativsoftware.com/legal/security/>.
- 4.2 **Confidentiality of Processing.** ATIV shall ensure that any person that it authorizes to process the 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 a confirmed Security Incident, ATIV shall notify Organizer without undue delay, and shall provide such timely information as Organizer may reasonably require to enable Organizer to fulfill any data breach reporting obligations under European Data Protection Laws. ATIV 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 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 ATIV makes available the transfer mechanisms listed below which shall apply, in the same order of precedence as set out below, to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of European Data Protection Laws of the foregoing territories, to the extent such transfers are subject to such European Data Protection Laws:
- 5.1.1 ATIV's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications, as may be altered or amended to meet adequacy standards, or another approved mechanism pursuant to European Data Protection Laws; and
 - 5.1.2 Standard Contractual Clauses attached as Attachment 1.
- 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, ATIV and Organizer shall promptly take all steps reasonably necessary to demonstrate adequate protection for the Personal Data, using another approved mechanism. ATIV understands and agrees that Organizer may

terminate the transfers as needed to comply with the European 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 Organizer hereby consents and authorizes ATIV to disclose or transfer Personal Data to, or allow access to Personal Data by, [ATIV's current sub-processors](#) (i.e. those listed on ATIV's website on the Effective Date of this DPA or the Principal Agreement, whichever is later) ("Current Sub-Processors") to Process Personal Data on Organizer's behalf.
- 5.4 Organizer hereby authorizes ATIV to appoint additional and replacement sub-processors subject to any restrictions in the Principal Agreement. ATIV will ensure sub-processors provide at least the level of data protection required of ATIV by this DPA. ATIV may continue to use those sub-processors already engaged as of the date of this DPA.
- 5.5 Organizer has the right to receive a copy of ATIV's agreement with the subprocessor as regards to the provisions related to data protection obligations. ATIV shall remain fully liable to Organizer for the performance of the subprocessor obligations. The fact Organizer has given consent to ATIV's use of sub-processors is without prejudice for ATIV's duty to comply with the DPA.
- 5.6 Organizer hereby consents to ATIV appointing additional and replacement sub-processors ("Replacement Sub-Processors") to Process Personal Data on Organizer's behalf. ATIV shall: (i) give notice to Organizer of the identity of Replacement Sub-Processors via ATIV's website (Organizer is responsible for regularly checking and reviewing ATIV's website for any such changes and ATIV's website shall be the sole means of ATIV communicating any such changes); and (ii) give Organizer the opportunity to object to such changes that take place after the Effective Date of the Agreement, in accordance with the terms that follow in Section 5.7 of this DPA.
- 5.7 For the avoidance of doubt, any termination rights available herein shall only apply in the instance of objections to Replacement Sub-Processors appointed after the Effective Date of this DPA that are not remedied in accordance with the terms herein, and shall not apply in relation to Current Sub-Processors.
- 5.8 Organizer shall raise any objection to the appointment of Replacement Sub-Processors within ten (10) days of ATIV posting the changes on its website. Organizer shall send its objection to support@ativsoftware.com with the subject line 'Objection to Replacement Sub-Processor'.

Provided that Organizer's objection: (i) concerns the Replacement Sub-Processor's ability to allow ATIV to materially comply with its data protection obligations under this DPA; and (ii) includes sufficient detail to support its objection and provides specific examples, ATIV will then use commercially reasonable efforts to review and respond to Organizer's objection within thirty (30) days of receipt of Organizer's objection with ATIV's determined method of accommodation.

If ATIV determines in its sole discretion that it cannot reasonably accommodate Organizer's objection, upon notice from ATIV, Organizer may choose to terminate the Agreement by providing written notice to ATIV, and complying with the terms herein, which shall be Organizer's sole and exclusive remedy. Without limiting the generality of the foregoing, Organizer's termination right under this Section 5 Onward Transfers: Subprocessing, will be deemed an additional termination right of Organizer under the "Term and Termination" Section of the Agreement (if any) and if exercised will be deemed a termination pursuant to such Section. Such written notice must be sent to accounting@ativsoftware.com and must specifically reference Section 5 of the DPA. The day ATIV receives an Organizer's written termination notice under this Section 5 will be referred to as the "Objection Date" in this DPA. Should Organizer choose to terminate the Agreement as a

result of a Replacement Sub-Processor, then nothing in this Section 5 shall relieve Organizer from any of its payment and/or repayment obligations to ATIV under the Agreement.

Without limiting ATIV's other rights and remedies, if Organizer terminates the Agreement pursuant to this Section 5, then Organizer will immediately pay to ATIV all amounts accruing and owed to ATIV, including, without limitation, obligations to pay and/or repay ATIV for Fees, Development Costs, and/or Services, as such terms are defined in the Principal Agreement and only to the extent applicable to Organizer.

6. COOPERATION

- 6.1 **Data Subjects' Rights.** ATIV shall provide commercially reasonable assistance, including by appropriate technical and organizational measures as reasonably practicable, to enable Organizer to respond to any inquiry, communication, or request from a Data Subject seeking to exercise his or her rights under European Data Protection Laws.

In the event such inquiry, communication, or request is made directly to ATIV, ATIV shall promptly inform Organizer by providing the full details of the request. For the avoidance of doubt, Organizer is responsible for responding to Data Subject requests for access, correction, restriction, objection, erasure, or data portability of that Data Subject's Personal Data.

ATIV 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 European Data Protection Laws to the extent Organizer itself does not have the ability, with the available standard functionalities of the Services, to respond to such request. ATIV reserves the right to reimbursement from Organizer for the reasonable cost of any time, expenditures, or fees incurred in connection with such assistance provided to Organizer.

- 6.2 **Data Protection Impact Assessments and Prior Consultation.** ATIV shall provide reasonable assistance to Organizer, upon request, and, at the expense of Organizer, facilitate Organizer's compliance with data protection impact assessments or prior consultations with data protection authorities that Organizer is required to carry out under European Data Protection Laws.

7. SECURITY REPORTS AND AUDITS

- 7.1 ATIV will allow for and contribute to audits, including inspections, conducted by Organizer in accordance with Organizer's rights under the Principal Agreement. If the Principal Agreement does not include audit rights, ATIV and Organizer 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 ATIV reserves the right to charge a reasonable fee (based on ATIV's reasonable costs) for any such audit. ATIV will provide further details of any applicable fee and the basis of its calculation to Organizer in advance of such audit. The purpose of an audit pursuant to this clause will be strictly limited to verifying whether ATIV is processing Personal Data in accordance with the obligations hereunder and applicable European Data Protection Laws.

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

8. DELETION OR RETURN OF ORGANIZER PERSONAL DATA

- 8.1 **Deletion or Return of Data.** Upon termination or expiration of the Principal Agreement, ATIV shall delete all project data, including all personal data, in accordance with the terms of the Principal Agreement. Organizer is responsible for downloading and storing analytics reports before the expiration of the Principal Agreement. To the extent that ATIV is required by any applicable law or a governmental or regulatory order to retain some or all of the Personal Data, or if it is otherwise subject to liability for not retaining some or all of the Personal Data. In such event, ATIV shall extend the protection of the Principal Agreement and this DPA to such Personal Data and limit any further processing of such Personal Data to only those limited purposes that require the retention for so long as ATIV maintains the Personal Data.

9. CROSS-BORDER TRANSFERS

- 9.1 Organizer agrees that ATIV may transfer Personal Data of Consumers to various locations in connection with providing the Services. Transfers will be made in accordance with legally enforceable transfer mechanisms where required by applicable European Data Protection Laws.
- 9.2 For Organizers located in the European Economic Area/United Kingdom/Switzerland, ATIV agrees that it will be bound by the [Controller-to-Processor Standard Contractual Clauses](#). ATIV also confirms it is certified under the EU-US/Swiss-US Privacy Shield.

10. MISCELLANEOUS

- 10.1 In the event that ATIV, any of its Sub-processors, or Organizer 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 Personal Data hereunder ("**Regulatory Request**"), ATIV and Organizer 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 European 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 ATIV, any of its Sub-processors, or Organizer believe that it is not possible to meet a specific time frame set by the relevant authority in connection with the Regulatory Request, ATIV and/or its Sub-processor will assist Organizer to explain this to the relevant authority, including by providing details of the reasons why the timeframes cannot be met.
- 10.2 Except as amended by this DPA, the Principal Agreement will remain in full force and effect.
- 10.3 If there is a conflict between the Principal Agreement and this DPA the terms of this DPA will control.
- 10.4 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 Principal Agreement.

IN WITNESS WHEREOF, this DPA is entered into with effect from the date first set out below.

On behalf of Organizer:

Name (written out in full): _____

Position: _____

Organization: _____

Address: _____

Signature: _____

Date Signed: _____

On behalf of ATIV Solutions, LLC:

Name (written out in full): Silke Fleischer

Position: CEO

Address: 340 S Lemon Ave #4605, Walnut CA 91789

Signature:  _____

Date Signed: 21-JUL-2021 _____

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: _____
Address: _____
e-mail: _____

(the data **exporter**)

And

Name of the data importing organisation: ATIV Solutions, LLC
Address: 340 S Lemon Ave #4605, Walnut CA 91789
e-mail: support@ativsoftware.com

(the data **importer**)

each a 'party'; together 'the parties',

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in [Appendix 1](#).

Clause 1: Definitions

For the purposes of the Clauses:

- (a) *'personal data'*, *'special categories of data'*, *'process/processing'*, *'controller'*, *'processor'*, *'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the sub-processor'* means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2: Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in [Appendix 1](#) which forms an integral part of the Clauses.

Clause 3: Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4: Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in [Appendix 2](#) to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in

accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5: Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in [Appendix 2](#) before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with [Clause 11](#);
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6: Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7: Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8: Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in [Clause 5\(b\)](#).

Clause 9: Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10: Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11: Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which

imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to [Clause 5\(j\)](#), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12: Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full): _____

Position: _____

Organization: _____

Address: _____


Signature: _____

On behalf of the data importer:

Name (written out in full): Silke Fleischer

Position: CEO

Address: 340 S Lemon Ave #4605, Walnut CA 91789

Signature:  _____

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is an Organizer who uses services offered by ATIV Solutions, LLC.

Data importer

The data importer is ATIV Solutions, LLC, a provider of services ("ATIV Services").

Data subjects

Data subjects include the Data Exporter's authorized users, employees, contractors, agents, representatives, or customers accessing and/or using ATIV Services in connection with the Data Exporter Organizer event(s) ("Consumers").

Categories of data

The data exporter Organizer determines the data transferred to ATIV Services. This information may include:

- Data used for users to sign in (which may include single sign on user token information, first and/or last names, email address, authorization data, account information, pass codes, conference codes)
- Job title, employer name
- Connection data
- As requested by Data Exporter, conference recordings
- Information provided for monitoring, training and quality purposes.

Special categories of data (if appropriate)

ATIV does not intentionally collect special categories of data, but the data exporter, at its own discretion, may collect such data. These categories may include racial or ethnic origin, political opinions, philosophical beliefs, trade union membership, health or sex data. Data exporter is solely responsible for meeting all obligations regarding the collection, use, and transfer of such data.

Processing operations

Personal data transferred will be processed to (i) provide ATIV Services to the data exporter and fulfill the data importer's obligations under the ATIV Terms of Service and/or the governing ATIV Services Agreement; (ii) provide customer support to the data exporter; and (iii) compliance with applicable law.

DATA EXPORTER:


Name: _____

Authorized Signature: _____

Date: _____

DATA IMPORTER:

Name: Silke Fleischer

Authorized Signature:  _____

Date: 21-JUL-2021 _____

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain a written and comprehensive information security program, which includes appropriate physical, technical, and administrative controls to protect the security, integrity, confidentiality, and availability of personal data, including without limitation, protecting personal data against any unauthorized or unlawful acquisition, access, use, disclosure or destruction. For more information about the data importer's security practices and technical controls, please see: <https://www.ativsoftware.com/legal/security/>.

DATA EXPORTER:

Name: _____

Authorized Signature: _____

Date: _____

DATA IMPORTER:

Name: Silke Fleischer

Authorized Signature:  _____

Date: 21-JUL-2021 _____