ASI Data Processing Agreement

This Data Processing Agreement (the "**DPA**") is made and entered into by and between the ASI entity that has entered into an agreement with the Client for ASI products or services ("**ASI**") and the client identified as "Client" or "You" on the first page of the agreement (the "**Client**"). Collectively, ASI and the Client may be referred to as the "**Parties**".

This DPA supplements any written agreement (including an executed Order Form or renewal Order Form) between Client and ASI governing Client's use of ASI's products or services (the "**Agreement**") when the GDPR (as that term is defined below) applies and will be effective as of the day ASI receives a complete and executed Agreement from Client to which this DPA is appended (the "**DPA Effective Date**"). The ASI 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 the GDPR (as that term is defined below) to demonstrate the Parties' compliance with the GDPR and European Data Protection Laws to the extent that ASI may act as a Processor or a Subprocessor of Personal Data (as those terms are defined below) that the Client, as a Controller or Processor, provides to ASI, and which ASI may Process on behalf of 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***" means the ASI entity that is party to this DPA, being 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 Group***" means ASI and any affiliated company, 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., engaged in the Processing of Personal Data.

    c) "***Controller***" has the meaning given to it in Article4(7) of the GDPR: 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).

    d) "***Data Subject***" means the individuals whose Personal Data is processed by ASI on behalf of the Client pursuant to the terms of the Agreement and this DPA.

    e) "***Data Protection Laws***" means European (EU) Data Protection Laws, including the UK GDPR and Data Protection Act 2018 and, to the extent applicable, the data protection or privacy laws of any other country, all as amended, replaced or superseded from time to time, applicable to the Processing of Personal Data under the Agreement.

f) "*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.

g) "*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.

h) "*Personal Data*" has the meaning given in Article 4(1) of the GDPR: any information relating to an identified or identifiable natural person who is a resident of the European Economic Area ("*EEA*") or is otherwise subject to the GDPR.

i) "*Personal Data Breach*" has the meaning given in Article 4(12) of the GDPR: 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.

j) "*Processor*" has the meaning given to it in Article 4(8) of the GDPR: a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.

k) "*Processing*" has the meaning given to it in Article 4(2) of the GDPR: 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.

l) "*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 ("**EU Standard Contractual Clauses**"), if applicable, incorporated into and forming part of this DPA and currently located at www.imis.com/euclauses; and/or the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("**UK Addendum**") , if applicable, incorporated into and forming part of this DPA, and currently located at www.imis.com/ukaddendum.

m) "*Subprocessor*" has the meaning given to it in Article 4(8) of the GDPR: any natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Processor (including any affiliate of the Processor).

n) "*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 ASI acts as a Processor of any Personal Data that Client provides to ASI, the parties agree as follows:

3.1 **Compliance with Data Protection Laws.** Client, as Controller, appoints and instructs ASI as a Processor to process the Personal Data described in **Annex A** that is the subject of the Agreement. ASI shall process the Personal Data in compliance with the GDPR and all applicable Data Protection Laws. ASI shall implement appropriate technical and organizational measures in such a manner that its Processing of Personal Data will meet the requirements of the GDPR and all applicable Data Protection Laws. ASI shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are

applicable to ASI's activities for the Client under the Agreement) ASI shall make them available to Client upon request.

3.2 **Permitted Purpose.** ASI shall process the Personal Data only to the extent, and in such manner as is necessary to perform its obligations under the Agreement 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, ASI shall provide prior notice to Client of such legal requirement, if permitted by law). ASI shall not process any Personal Data for any other purpose. ASI shall inform Client if ASI is unable to follow such instructions or if, in its opinion, an instruction infringes the GDPR, the UK GDPR and Data Protection Act 2018 or other Applicable Data Protection Laws.

3.3 **Annex A** to this DPA sets out certain information regarding the details of processing of the Personal Data as required by the GDPR and the UK GDPR and Data Protection Act 2018 (and, possibly, equivalent requirements of other Data Protection Laws). Client may make reasonable amendments to Annex A by written notice to ASI from time to time as Client reasonably considers necessary to meet those requirements. Nothing in Annex A (including as amended pursuant to this section 3.3) confers any right or imposes any obligation on any party to this DPA.

3.4 **International Transfers.** ASI shall only Transfer the Personal Data (or permit the 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 ASI shall not be responsible for any Transfer of 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. ASI makes available the following transfer mechanisms, which shall apply to any transfers of 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) The EU Standard Contractual Clauses to this DPA, in a form approved by the European Commission, apply with respect to the Processing of Personal Data that may be transferred to Advanced Solutions International, Inc. in the United States, or to Advanced Solutions International (Asia-Pacific) Pty Ltd in Australia, as applicable, where the EU GDPR applies to such Processing.

(b) The UK Addendum to this DPA, and incorporating the EU Standard Contractual Clauses, in a form approved by the European Commission, applies with respect to the Processing of Personal Data that may be transferred to Advanced Solutions International, Inc. in the United States, or to Advanced Solutions International (Asia-Pacific) Pty Ltd in Australia, as applicable, where the UK GDPR applies to such Processing.

(c) In addition, ASI self-certifies to and complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, and such self-certifications apply with respect to the Processing of Personal Data that may be transferred from the United Kingdom or the European Economic Area and/or Switzerland to Advanced Solutions International Inc. in the United States. ASI has also entered into Standard Contractual Clauses-Data Transfer Agreement regarding the transfer of Personal Data by Advanced Solutions International (Europe) Limited to Advanced Solutions International, Inc. in the United States and to Advanced Solutions International (Asia-Pacific) in Australia.

3.5 **Subprocessors.** ASI has the Client's general authorization for the engagement of Sub-processors from an agreed list. ASI will make available to the Client the current list of Subprocessors. Client hereby authorizes ASI 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 ASI to engage any affiliated company, 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 ASI 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 ASI is deemed a Processor. Before engaging any new Subprocessor to process Personal Data, ASI shall inform the Client in writing at least fourteen (14) days in advance of any intended changes concerning the addition or replacement of other Subprocessors and give Client the opportunity to object to such changes prior to the engagement. ASI may continue to use Subprocessors already engaged by ASI as of the date of this DPA. The data protection obligations set forth in this DPA shall be imposed upon any Subprocessor by a written agreement. ASI shall remain fully liable for any breach of this DPA that is caused by an act, error or omission of its Subprocessor. ASI shall notify Client if ASI becomes aware of any breach by the Subprocessor of such obligations.

3.6 **Confidentiality of Processing.** ASI 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 ASI'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.** ASI has implemented and will maintain appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "**Personal Data Breach**"), 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, ASI 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 with respect to Personal Data contained in the Client Database, Client must first amend, transfer or delete any Personal Data through the use of Client's System Administration rights and capabilities within the system; 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 ASI, ASI shall 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. ASI will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of the Personal Data transmitted, stored or processed by ASI. ASI 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 ASI 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 and provide Client with reasonable and timely assistance, at Client's expense, as Client may require in order to conduct a data protection impact assessment 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 ASI (or any of its Subprocessors) that is a breach of this DPA, ASI 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, ASI 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 ASI is required by applicable law to retain some or all of the Personal Data, in which event ASI shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

3.12 **Audit.** ASI shall keep appropriate documentation of its Processing of Personal Data on behalf of Client as required by the GDPR and 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, ASI shall make available to Client such information as may reasonably be necessary to demonstrate compliance with the GDPR's obligations and this DPA, including copies of any audit reports. Subject to the confidentiality obligations in the Agreement, ASI shall permit Client (or its appointed third-party professional auditors), at Client's expense, reasonably to audit ASI'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 ASI'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 ASI's day-to-day operations. Client and its appointed auditors shall take all reasonable steps to avoid causing any damages, injury or disruption to ASI'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.

4. **Limitation of Liability**. ASI's and each of its affiliates' liability, taken 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 ASI means aggregate liability of ASI and all of its 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**. ASI shall notify Client, where possible, promptly if ASI 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. ASI will use all reasonable and lawful efforts to obtain a waiver if prohibited from notifying Client of such request. ASI will challenge such request if after assessment it concludes there are reasonable grounds to believe the request is unlawful. ASI 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 ASI 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 ASI 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 ASI entity that is party to the Agreement is party to this DPA. Where the Standard Contractual Clauses are applicable, the ASI 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 entity, such other ASI entities are not a party to this DPA or the Standard Contractual Clauses.

==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 members of the ASI Group have executed this DPA below, to the extent applicable to it:==

Advanced Solutions International, Inc.

By: _____*Jocelyn Y. Dyer*_____

Name: Jocelyn Y. Dyer
Title: Vice President and General Counsel
Date: May 26, 2022

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

By: _____*Jocelyn Y. Dyer*_____

Name: Jocelyn Y. Dyer
Title: Vice President
Date: May 26, 2022

Advanced Solutions International-Canada, Inc.

By: _____*Jocelyn Y. Dyer*_____
Name: Jocelyn Y. Dyer
Title: Vice President
Date: May 26, 2022

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

By: _____*Jocelyn Y. Dyer*_____
Name: Jocelyn Y. Dyer
Title: Vice President
Date: May 26, 2022

ANNEX A: DATA PROCESSING DESCRIPTION

This Annex A forms part of the Agreement and DPA and describes the Processing that ASI will perform on behalf of the Client.

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. ASI 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 ASI is the performance of Services pursuant to the Agreement. ASI 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 ASI, 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 and details, 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 ASI, 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, donors, subscribers, volunteers, vendors, employees, 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.

6. The obligations and rights of Client
The obligations and rights of Client are set out in the Agreement and this DPA.