Clowder Data Processing Agreement

This Data Processing Agreement (the "**DPA**") is made and entered into by and between Clowder, LLC ("**Clowder**") and the Customer identified as "Customer" or "You" on the Order Form (the "**Customer**"). Collectively, Clowder and the Customer may be referred to as the "**Parties**".

This DPA supplements any written agreement (including an executed Order Form or renewal Order Form) between Customer and Clowder governing Customer's use of Clowder's products or services (the "**Agreement**") when the GDPR and European Data Protection Laws (as those terms are defined below) apply and will be effective as of the date Clowder receives a complete and executed Agreement or Addendum from Customer which incorporates this DPA is (the "**DPA Effective Date**").

The Parties wish to document the data protection requirements imposed upon the Parties by the GDPR and European Data Protection Laws to demonstrate the Parties' compliance with the GDPR and European Data Protection Laws to the extent that Clowder may act as a Processor of Personal Data (as those terms are defined below) that the Customer, as a Controller or Processor, provides to Clowder, and which Clowder may Process on behalf of Customer.

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) "*Clowder*" means Clowder, LLC.
    b) "*Clowder Group*" means Clowder 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 Clowder on behalf of the Customer pursuant to the terms of the Agreement and this DPA.
    e) "*Data Protection Laws*" means European (EU) Data Protection Laws, 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, attached to and forming part of this DPA and currently located at www.advsol.com/terms; and, if applicable, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses ("**UK Addendum**"), attached to and forming part of this DPA, and currently located at www.advsol.com/terms.

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 Clowder acts as a Processor of any Personal Data that Customer provides to Clowder, the parties agree as follows:

3.1 **Compliance with Data Protection Laws.** Customer, as Controller, appoints and instructs Clowder as a Processor to process the Personal Data described in **Annex A** that is the subject of the Agreement. Clowder shall process the Personal Data in compliance with the GDPR and all applicable Data Protection Laws. Clowder 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. Clowder shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are applicable to Clowder's activities for the Customer under the Agreement) Clowder shall make them available to Customer upon request.

3.2 **Permitted Purpose.** Clowder 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 Customer's written instructions, including with regard to any Transfers (the "**Permitted Purpose**"), unless required to comply with the law (in which case, Clowder shall provide prior notice to Customer of such legal requirement, if permitted by law). Clowder shall not process any Personal Data for any other purpose. Clowder shall inform Customer if Clowder 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). Customer may make reasonable

amendments to Annex A by written notice to Clowder from time to time as Customer 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.** Clowder 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 Customer and only if it has taken such measures as are necessary to ensure the Transfer is in compliance with the applicable Data Protection Laws. Customer acknowledges and agrees that Clowder 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. Clowder 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 Clowder or any affiliated company in the United States or Australia where the EU GDPR applies to such Processing.

(b) The UK Addendum to this DPA, in a form approved by the European Commission, and incorporating the EU Standard Contractual Clauses, applies with respect to the Processing of Personal Data that may be transferred to Clowder or any affiliated company in the United States, where the UK GDPR applies to such Processing.

(c) In addition, Clowder's affiliated companies in the U.S., Advanced Solutions International, Inc. and OpenWater Software, LLC self-certify to and comply with the EU-U.S. Privacy Shield Framework, 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 to such affiliated companies in the United States.

3.5 **Subprocessors.** Clowder has the Customer's general authorization for the engagement of Subprocessors from an agreed list. Clowder will make available to the Customer the current list of Subprocessors. Customer hereby authorizes Clowder 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 Clowder to engage any affiliated company in connection with the provision of the Clowder products or services, such as providing support services to Customer, and to engage any data centers for hosting services, including Amazon Web Service, as a Subprocessor of any Personal Data for which Clowder is deemed a Processor. Before engaging any new Subprocessor to process Personal Data, Clowder shall inform the Customer in writing at least fourteen (14) days in advance of any intended changes concerning the addition or replacement of other Subprocessors and give Customer the opportunity to object to such changes prior to the engagement. Clowder may continue to use Subprocessors already engaged by Clowder 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. Clowder shall remain fully liable for any breach of this DPA that is caused by an act, error or omission of its Subprocessor. Clowder shall notify Customer if Clowder becomes aware of any breach by the Subprocessor of such obligations.

3.6 **Confidentiality of Processing.** Clowder 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 Clowder'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.** Clowder has implemented and will maintain appropriate technical and organizational measures to protect the Personal Data from 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, Clowder shall reasonably and timely assist the Customer, at Customer's expense and by appropriate technical and organizational measures, to enable Customer 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 Customer must first amend, restrict, transfer or delete any Personal Data through the use of Customer's 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 Clowder, Clowder shall promptly inform Customer, providing details of the same and will not respond to such request unless authorized by Customer, except to direct the Data Subject to submit its request to Customer. Clowder will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of the Personal Data transmitted, stored or processed by Clowder. Clowder shall provide Customer, on request and at Customer's expense, such other assistance as may reasonably be required by Customer to comply with its own obligations under applicable Data Protection Laws.

3.9 **Data Protection Impact Assessment.** If Clowder 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 Customer and provide Customer with reasonable and timely assistance, at Customer's expense, as Customer 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 Clowder (or any of its Subprocessors) that is a breach of this DPA, Clowder shall:

(a) notify Customer 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 Customer with sufficient information and reasonable cooperation in order for Customer 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 Customer to remedy or mitigate the effects of the Personal Data Breach and shall keep Customer 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.** Clowder shall delete 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 Clowder is required by applicable law to retain some or all of the Personal Data, in which event Clowder shall isolate and protect the Personal Data from any further processing except to the extent required by such law.

3.12   **Audit.** Clowder shall keep appropriate documentation of its Processing of Personal Data on behalf of Customer as required by the GDPR and applicable Data Protection Laws. Subject to the confidentiality obligations in the Agreement, at Customer'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, Clowder shall make available to Customer 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, Clowder shall permit Customer (or its appointed third-party professional auditors), at Customer's expense, reasonably to audit Clowder's compliance, and shall make available to Customer all information, systems and staff reasonably necessary for Customer (or its third-party auditors) to conduct such audit, including inspections of Clowder'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 Clowder's day-to-day operations. Customer and its appointed auditors shall take all reasonable steps to avoid causing any damages, injury or disruption to Clowder's premises, equipment, personnel and business in the course of such audit or inspection.

3.13   **Special Categories of Data**. Customer 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**. Clowder'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 Clowder means aggregate liability of Clowder 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**. Clowder shall notify Customer, where possible, promptly if Clowder 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. Clowder will use all reasonable and lawful efforts to obtain a waiver if prohibited from notifying Customer of such request. Clowder will challenge such request if after assessment it concludes there are reasonable grounds to believe the request is unlawful. Clowder will only disclose such Personal Data as required under applicable law and will provide the minimal amount permissible.

6. **Warranty.** Customer 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 Clowder as Processor; (b) shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data; and (c) is entitled to transfer the relevant Personal Data to Clowder so that Clowder may lawfully use, process and transfer the Personal Data in accordance with the Agreement on Customer's behalf.

7. **Parties to this DPA.** Where the Standard Contractual Clauses are applicable, Clowder and/or the Clowder affiliated company that is providing services is the signatory to the Standard Contractual Clauses. Notwithstanding the signatures below of any other Clowder affiliated company, such other Clowder affiliated companies are not a party to this DPA or the Standard Contractual Clauses unless they have been engaged to provide services.

<mark>The authorized signatory of Customer 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 Appendices. The members of the Clowder Group have executed this DPA below, to the extent applicable to it:</mark>

Clowder, LLC (by and on behalf of the Clowder Group, as applicable)

By: _____

Name: _____
Title: _____
Date: December 20, 2023

ANNEX A: DATA PROCESSING DESCRIPTION

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

1. **Subject matter and duration of the Processing of Customer Personal Data**

The subject matter of the Processing of Customer Personal Data is the performance of Services as set out in the Agreement and this DPA. Clowder 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 Customer Personal Data**

The objective of Processing Personal Data by Clowder is the performance of Services pursuant to the Agreement. Clowder will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services.

3. **The types of Customer Personal Data to be Processed**

The Customer may submit Personal Data to Clowder, the extent of which is determined and controlled by the Customer 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, and payment details.

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

The Customer may submit Personal Data to Clowder, the extent of which is determined and controlled by the Customer 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, students, faculty and/or other constituents

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 Customer specifies such information here.

List any special categories of data here.

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