DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is incorporated into and supplements the Agreement concluded between the Client and IDG Company ("**IDG**") (Client and IDG hereinafter collectively the "**Parties**" or individually a "**Party**").

By signing the Agreement, Client enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent IDG processes Personal Data for which such Authorized Affiliates of the Client qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Client" shall include Client and Client's Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1. Definitions

1.1. "**Agreement**" means any agreement (including a statement of work or other ordering document) between IDG and Client under which IDG processes Personal Data on behalf or Client in further of providing one or more Services.

1.2. "**Authorized Affiliates**" means any of Client's Affiliate(s) which (i) is subject to the Data Protection Laws and Regulations, and (ii) is permitted to use the Services pursuant to the Agreement between Client and IDG but has not entered into its own Agreement with IDG.

1.3. "**Client**" means the entity that has entered into the Agreement with IDG.

1.4. "**Personal Data**" shall mean the personal data provided by the Client and processed on behalf of the Client, as further specified in Annex 1 to this DPA.

1.5. "**Data Protection Laws and Regulations**" means applicable privacy, security and personal information protection laws and regulations applicable to the Client and/or IDG, including, but not limited to, the European General Data Protection Regulation (EU 2016/679) (the "**GDPR**"); Directive 2002/58/EC (the "**e-Privacy Directive**") (and, if replaced, the European regulation revoking and replacing it); European national laws implementing derogations, exceptions or other aspects of the e-Privacy Directive (or regulation replacing it) and/or the GDPR; Personal Information Protection and Electronic Documents Act (Canada) (the "**PIPEDA**"); the California Consumer Privacy Act of 2018, as amended from time to time (the "**CCPA**"); California Privacy Rights Act of 2020 (the "**CPRA**") as well as the GDPR, as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (as amended or replaced from time to time) (the "**UK GDPR**"); Federal Act on Data Protection of 2020, as amended (Switzerland) (the "**FADP**");

1.6. "**IDG**" is defined in the heading of this DPA.

1.7. "**IDG Affiliates**" means members of the IDG group of companies. IDG Affiliates are available online at https://www.idc.com/about/worldwideoffices and https://foundryco.com/contact-us/.

1.8. "**Services**" shall mean the services provided by IDG to the Client under the Agreement further specified in Annex 1. IDG may also provide specific networking tools, such as tools enabling badge scanning or other forms of electronic business cards, allowing the Client to directly collect personal data from event attendees, subject to their consent provided directly to the Client on the occasion of badge scanning.

1.9. "**Standard Contractual Clauses**" or "**SCCs**" means the applicable module (as stated in Annex 3 to this DPA) of the standard contractual clauses for the transfer of personal data to third countries

adopted pursuant to the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021;

1.10. "**UK SCC Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (version B.1.0) issued by the UK Information Commissioner and laid before UK Parliament on 2 February 2022 in accordance with section 119A of the UK Data Protection Act 2018;

1.11. The terms "Controller", "Data Subject", "Processing", "Processor", "Personal Data Breach" and "Personal Data", and where applicable "Business", "Commercial Purpose", "Consumer", "Personal Information", "Service Provider", "Sell" and "Verifiable Consumer Request", unless specifically defined otherwise herein, shall bear the respective meanings given to them in the applicable Data Protection Laws and Regulations. With respect to any Personal Data subject to the CCPA, the Parties acknowledge that the Client is a "Business" and IDG is a "Service Provider" as those terms are defined in the CCPA.

2. Purpose and scope of Processing

2.1. **Scope of Processing**. If the Client subscribes to any of the Services described in Annex 1 to this DPA, IDG may gain access to Personal Data which it will process, where applicable, on behalf of the Client as a Processor. The Parties agree to comply with the following provisions with respect to the Personal Data, each acting reasonably and in good faith.

2.2. **Compliance with Data Protection Laws and Regulations**. IDG shall process Personal Data in accordance with the applicable Data Protection Laws and Regulations, this DPA and the Agreement, for the purpose of providing IDG Services to the Client, as applicable under the Agreement, including improving, enhancing and developing IDG Services or their features.

2.3. **Details of the Processing**. The nature and purpose of the Processing, categories of Personal Data and categories of Data Subjects processed under this DPA are further specified in Annex 1.

3. Rights & Obligations of the Parties

3.1. **Contact Persons**. The contact persons of the Parties designated in the Agreement are entitled to make and receive any communication in relation to this DPA.

3.2. **Obligations of IDG**:

3.2.1. **Instructions**. IDG shall process the Personal Data only on documented instructions from the Client, in line with Annex 1, and immediately inform the Client if, in IDG's opinion, an instruction from the Client infringes the GDPR or other Data Protection Laws and Regulations. IDG shall also follow any relevant internal policies or training relating to protection of privacy or direct marketing, made available by the Client in relation to the Services, if applicable. IDG shall not be in violation of its contractual obligations in the event that IDG's Processing of Personal Data in non-compliance with Data Protection Laws and Regulations arises from Client's use of the IDG Services in violation of the Agreement.

3.2.2. **Confidentiality**. IDG shall Maintain the confidentiality of the Personal Data processed under this DPA. IDG shall ensure that persons authorized to process the Personal Data under this DPA have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. IDG shall train and educate all its personnel with access to Personal Data on the obligation to comply with Data Protection Laws and Regulations that are applicable to IDG as a service provider to the Client.

3.2.3. **Data Subject Requests**. Taking into account the nature of the processing, to the extent IDG is able to identify the Data Subject and confirm that the request relates to the processing carried out on behalf of the Client, notify and assist the Client with the fulfillment of Client's obligations to respond to requests for exercising the Data Subject rights laid down in Data Protection Laws and Regulations. IDG shall not respond to Data Subject requests, unless authorized by the Client, except for informing the Data Subject that it has passed the request to the Client.

3.2.4. **Technical and Organizational Measures**. Taking into account the nature of the processing, IDG shall assist the Client in ensuring compliance with, where applicable, the obligations pursuant to Articles 32 to 36 of the GDPR. IDG shall maintain appropriate technical and organizational measures for ensuring the security, confidentiality and integrity of the Personal Data processed on behalf of the Client, as set out in Annex 2. IDG may update or modify the technical and organizational measures from time to time provided that such updates and modifications do not result in a material decrease of the overall security of IDG Services.

3.2.5. **Deletion of Personal Data**. If the Client requests the return of Personal Data, it shall notify IDG thirty (30) days before the termination or expiration of the Agreement. In such case, IDG shall return or make available for export the Personal Data processed on behalf of the Client. If IDG receives no request for return, IDG shall delete all Personal Data no later than ninety (90) days after the end (in whole or in part) of the provision of Services under Agreement, and delete existing copies, unless the applicable law to which IDG is subject requires storage of Personal Data or unless copies of Personal Data have been created electronically pursuant to automatic or ordinary course archiving, back-up, security or disaster recovery systems or procedures. Such Personal Data will be permanently deleted in accordance with standard retention policies and will be treated in accordance with this DPA until permanently deleted.

3.2.6. **Audits**. Upon a written request from the Client, IDG shall (i) make available to the Client all information reasonably necessary to demonstrate compliance with Article 28 of the GDPR and similar requirements of the Data Protection Laws and Regulations; and (ii) allow for and contribute to audits, including inspections, conducted by the Client. Audits shall be conducted no more frequently than annually and during reasonable times, shall be of reasonable duration, and shall not unreasonably interfere with IDG's day-to-day operations. In the event that the Client conducts an audit through a third-party independent contractor, such independent contractor shall be required to enter into a non-disclosure agreement. Additionally, such independent contractor must not be IDG's direct or indirect competitor. Each Party shall bear its own costs and expenses arising out of or in connection with the audit.

3.2.7. **Data Breach**. IDG shall notify the Client without undue delay after becoming aware of a Personal Data Breach with respect to the Personal Data processed under this DPA. IDG shall reasonably assist the Client in fulfilling its obligations under Articles 33 and 34 of the GDPR or other Data Protection Laws and Regulations to notify the relevant supervisory authority and data subjects of a Personal Data Breach.

3.2.8. **CCPA obligations**. IDG shall not sell or share, as defined in the CCPA and the CPRA, the Personal Data processed on the Client's behalf.

3.3. **Data Transfers**. Each transfer of Personal Data outside of the EU/EEA shall only take place if the specific conditions as laid down in Art. 44 et seq. GDPR have been fulfilled. All transfers of personal data out of the EU, EEA, United Kingdom, and Switzerland under this DPA, unless based on the European Commission's adequacy decision, shall be governed by the applicable Standard Contractual Clauses, including the UK SCC Addendum, where applicable. Standard Contractual Clauses and the UK SCC Addendum are incorporated herein by reference and completed respectively with the information set out in Annex 3.

3.4. **Obligations of the Client:**

    3.4.1.**Responsibility of the Client and Warranties**. The Client remains responsible for the lawfulness of the Processing and hereby represents and warrants that it has all the requisite legal titles (consents or other, as may be applicable) and that it has provided all information and notification to the Data Subjects regarding the collection and processing of their Personal Data provided to IDG hereunder, as may be required under the Data Protection Laws and Regulations. The Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which the Client acquired the Personal Data.

    3.4.2.**Instructions**. Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. This DPA and the Agreement constitute Client's documented instructions to IDG for the Processing of Personal Data. Any additional or alternate instructions must be documented, reasonable and consistent with the terms of this DPA.

4. Sub-Processing

4.1. **Mechanism for the appointment of Sub-processors**. IDG shall engage another processor (i.e., a sub-processor) only in accordance with this DPA. The mechanism hereby stipulated shall be considered a general written authorization from the Client (pursuant to Article 28 par. 2 of the GDPR, to the extent applicable).

4.2. **List of Current Sub-processors and Notification of Changes**. The sub-processors currently engaged by IDG and hereby authorized by the Client are listed in Annex 4. IDG may, subject to compliance with this clause 4, engage a sub-processor, or replace or change the role of an existing sub-processor, provided that it notifies the Client of any change (email shall be deemed sufficient) ("**email notification**") fifteen (15) days in advance of, as applicable, the effective date of the change concerned.

4.3. **Objection to Changes**. The Client shall be entitled to object in writing to the proposed change within fifteen (15) days of receipt of the email notification. If IDG receives no objection from the Client, it shall be deemed authorized to proceed with the change.

4.4. **Responsibility for Sub-processors**. IDG shall, where it engages any sub-processor in accordance with this clause 4: (a) carry out appropriate due diligence on the sub-processor prior to engaging it to verify that it is capable of complying with the data protection obligations under this DPA, to the extent applicable to the services it is to perform; (b) only use a sub-processor that has provided sufficient guarantees to implement appropriate technical and organizational measures; (c) impose on the sub-processor, through a legally binding contract between IDG and sub-processor, data protection obligations equivalent in substance to those set out in this DPA and provide at least the same level of protection as provided for by this DPA; and (d) implement legally required transfer mechanisms (such as SCCs where applicable) for the transfers of Personal Data outside of the EU/EEA. IDG represents and warrants that it has performed the foregoing (a) – (d) with respect to the sub-processors identified in Annex 4 that are already engaged by IDG as of the effective date of the Agreement.

4.5. **Objection resolution**. Notwithstanding the foregoing, if the Client objects to the engagement of another sub-processor, the Parties will come together in good faith to discuss an appropriate solution. IDG may in particular choose not to use the intended sub-processor or engage the sub-processor only after corrective steps and / or measures requested by the Client are taken.

5. IDG's Remuneration

5.1. **Remuneration**. The Parties have agreed that the remuneration for the processing of the Personal Data under this DPA is included in the remuneration for the Services provided for in the Agreement.

6. Miscellaneous

6.1. **Term**. This DPA shall remain in effect throughout the duration of the Agreement or for the period during which IDG provides the Services to the Client, as applicable.

6.2. **Governing Law and Venue**. This DPA shall be governed by and construed in accordance with the governing law and venue provisions in the Agreement, provided if such governing law or jurisdiction is not permitted by applicable Data Protection Laws and Regulations the parties agree that the governing law and venue will be the Republic of Ireland.

6.3. **Entire Agreement**. This DPA supplements the Agreement and unless otherwise stipulated herein, the provisions of the Agreement shall apply, including any exclusions and limitation of warranties and liabilities provided therein. Provisions in this DPA shall have precedence over any provisions of the Agreement relating to the processing of Personal Data by IDG as a Processor. This DPA supersedes all existing arrangements of the Parties regarding the processing of Personal Data by IDG as a Processor in furtherance of the Services. Except for any changes made by this DPA, the Agreement remains unchanged and in full force and effect.

List of Annexes:

1. Data Processing Specifications
2. Technical and Organizational Measures
3. Standard Contractual Clauses
4. IDG's Current Sub-processors

ANNEX 1

LIST OF IDG SERVICES WITH DATA PROCESSING SPECIFICATIONS

THE FOLLOWING TABLES APPLY TO THE SERVICES WHICH ARE PURCHASED BY THE CLIENT OR WHICH MAY BE PURCHASED IN THE FUTURE UNDER THE AGREEMENT.

1. TYPES OF IDG SERVICES

This DPA applies to IDG Services listed below and future Services that IDG may develop or offer, the nature or configuration of which require IDG to process Personal Data on behalf of the Client as Processor.

Foundry Services		
Service	**Categories of Personal Data**	**Categories of Data Subjects**
Sales Development Services Surveys, telemarketing services. **Foundry Intent** Platform for targeted advertising and intelligence data. **ABM Platform (Triblio)** Platform for targeted advertising and marketing campaigns administration. **Visionayr** Platform for marketing campaigns administration, targeted advertising. **BrandHub / BrandPost / Online Lead Generation Services** B2B digital marketing program.	The **following categories of Personal Data may be included, without limitation:** - username and other user credentials, - company (employer), job, title, - contact details (email addresses, phone numbers, etc.), - IP addresses, - usage data relating to the use of the services, - key customer / prospect data (e.g., contractual / legal relationships, contractual or product interest etc.) - customer history - customer contract billing and payment data - disclosed information (from third parties, e.g., credit reference agencies or from public directories)	**Categories of Data Subjects may include the following categories of Data Subjects:** - Client's customers and prospects - Client's employees and contractors - Visitors of Client's websites.
IDC Services		
Service	**Categories of Personal Data**	**Categories of Data Subjects**
Lead Generation Services Online, self-service, interactive overview of the Client's solution accessed by customers and/or prospects through a link placed on the Client's	**The following categories of Personal Data may be included, without limitation:** - name, surname,	**Categories of Data Subjects may include the following categories of Data Subjects:**

corporate website and used to provide a high-level analysis and/or assessment (KPI, maturity, peer comparison, etc.). Customers and/or prospects register for summary report (4-5 pages), leads are captured and passed to Client.	- company (employer), job, title, - business contact details (business email addresses, business phone numbers, etc.), - survey responses	- Client's customers and prospects, - survey respondents.
Survey Services		
Services of conducting surveys on behalf of and for the Client. Survey Services also include services of procuring, finding, calling or contacting respondents, potential customers, potential event attendees or any other persons within a defined target group, this includes contacting data subjects with a survey, question, marketing offer or any other content.		

2. DETAILS OF PROCESSING

Subject matter and nature of processing
Subject matter and nature of the processing of Personal Data is set out in the Agreement.   The nature of the processing may include any operation that IDG may perform on Personal Data or on sets of Personal Data when providing the IDG Services, which may include collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, disclosure by transmission or otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means).
Purposes of processing
Purpose of the processing is to provide, improve, enhance and develop IDG Services or features, as applicable under the Agreement, to the Client.
Categories of Data Subjects and Personal Data
As set forth in Section 1 for the applicable Service.   Categories of Personal Data and Data Subjects are primarily designated by the Client, based on how it chooses to use the Services. The exact categories of Data Subjects and scope of Personal Data processed will always depend on the specific feature of the IDG Services then available and used by the Client and the functionality of the Services that the Client decides to implement and utilize.
Special Categories of Personal Data (as defined by the GDPR) or Sensitive Data:
No sensitive or special categories of Personal Data are processed by IDG.
Frequency of the transfer

The frequency of the transfer depends on the specific Services purchased under the Agreement and can be either one-off or continuous for the duration of the Services.
Duration of processing
For the duration of the provision of Services.

ANNEX 2

Technical and Organizational Measures

IDG's Information Security Program ensures we are aligned with well-known industry standards. We apply the organizational and technical measures necessary to protect the confidentiality, integrity, and availability of information assets.

1. Security Controls:

a. IDG considers data protection issues as part of the design and implementation of systems, services, products and business practices taking into account the costs of implementation and the nature, scope, circumstances and purposes of the processing, as well as the varying probability of occurrence and severity of the risks to the rights and freedoms of natural persons associated with the processing.

b. Measures, including encryption, are used to ensure that personal data cannot be read, copied, modified or deleted without authorization during electronic transmission or transport, and transferred to verified facilities.

c. Firewalls are configured to allow only necessary traffic, and IDG endeavors to utilize intrusion detection/prevention systems.

d. As appropriate for the data processed, IDG owned and supported operating systems which are hosted in our data centers or deployed in the cloud are protected with a next-generation antivirus solution.

e. IDG maintains a patch management standard that provides appropriate patching practices to its technology teams. At times, additional security controls may be implemented to provide mitigation against known threats.

f. A variety of secure methods are used to control access to our facilities to ensure that access is only gained in a controlled way and on an operational need-only basis.

2. Auditing and Incident Response.

a. IDG monitors the effectiveness of its information security program on an ongoing basis by conducting various audits, risk assessments, and other monitoring activities to ensure the effectiveness of its security measures and controls.

b. IDG maintains an incident response process that requires incidents to be effectively reported, investigated, and monitored to ensure that corrective action is taken and to remediate security incidents in a timely manner.

c. When such an incident occurs, IDG will designate a single point of contact within the organization. This contact will initiate and manage regular incident status calls between IDG, and any other parties involved.

d. IDG follows guidelines from industry-standard best-practices based on the applicable technology sets in the organization.

3. Personnel:

a. IDG personnel are made aware of their responsibilities, IDG policies and standards and receive regular guidance and support from the Information Security team.

b. IDG personnel are subject to adequate background verification checks during recruitment as permitted by applicable law.

c. IDG employees and third parties with access to personal data are bound by obligations of confidentiality.

d. IDG's employee exit process involves revocation of system permissions/access rights and return of company assets in a timely manner.

ANNEX 3

STANDARD CONTRACTUAL CLAUSES AND THE UK SCC ADDENDUM

1. STANDARD CONTRACTUAL CLAUSES

The Parties agree on the following for the purposes of the SCCs:

Applicable Modules	Module Two; Module Three, Module Four.
Clause 7	Optional language does not apply.
Clause 9	Option 2 applies; 15-day notice period.
Clause 11	Optional language does not apply.
Clause 17	Option 1 applies; the SCCs shall be governed by the laws of Ireland.
Clause 18(b)	Disputes shall be resolved before the courts of Ireland.
Annex I.A	As specified in the Agreement.
Annex I.B	As per Annex 1 to this DPA.
Annex I.C **(Module Two & Module Three only)**	The supervisory authority of the Member State pursuant to Clause 13 of the SCCs shall be designated according to the Data Protection Authority of the Client, unless it is not possible to determine the supervisory authority, in which case the Parties agree that the supervisory authority will be the Data Protection Commission of Ireland.
Annex II	As per Annex 2 to this DPA.
Annex III	As per Annex 4 to this DPA.

2. UK SCC ADDENDUM

To the extent that IDG processes Personal Data subject to UK GDPR, each Party agrees to process such Personal Data in compliance with the SCCs, as implemented in accordance with Section 1 above. The SCCs shall be deemed amended as specified by the UK SCC Addendum, which shall be deemed executed by the Parties and incorporated into and form an integral part of this DPA. In addition, Tables 1 to 3 in Part 1 of the UK SCC Addendum shall be completed respectively with the information set out in the Agreement and its Annexes and Table 4 in Part 1 shall be deemed completed by selecting "neither party." Any conflict between the terms of the SCCs and the UK SCC Addendum shall be resolved in accordance with Section 10 and Section 11 of the UK SCC Addendum.

3. STANDARD CONTRACTUAL CLAUSES UNDER FADP

The Standard Contractual Clauses, in the extent set out in this Annex 3, shall apply *mutatis mutandis* to transfers of Personal Data from Switzerland under the FADP. The SCCs shall be amended as follows:

References to a "member state" or to the "EU" in the SCCs shall be deemed to include Switzerland. References to the GDPR shall be understood also as references to the equivalent provisions of the Swiss Federal Act on Data Protection (FADP), as amended. Clause 13 and Annex I.C of the SCCs shall include the Swiss Data Protection Authority (FDPIC) as competent supervisory authority. Clause 17 of the SCCs shall include Swiss law as the governing law in case the transfer is exclusively subject to the FADP. None of these amendments will have the effect or be construed to amend the SCCs in relation to the processing of Personal Data that is subject to the GDPR.

ANNEX 4

IDG'S CURRENT SUB-PROCESSORS

Sub-processor	Service	Location
Any IDG Affiliate	Performance of the Services or their parts	A full list of IDG Affiliates, including addresses, is available online at https://www.idc.com/about/worldwideoffices and https://foundryco.com/contact-us
Microsoft	Office 365	USA
Amazon Web Services	Hosting	USA