

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**Addendum**") is entered into by and between _____ ("**Customer**") and iPresent Ltd (company registered number 08048599) of Delta House, 7 Oriel Court, Alton, Hampshire, GU34 2YT, United Kingdom ("**iPresent**") and is entered into pursuant to the iPresent Master Services Agreement (the "**Agreement**"). This Addendum is effective as of the date it is executed by both parties (the "**Effective Date**"), and amends and supplements the Agreement. If there is any conflict between this Addendum and the Agreement regarding the parties' respective privacy and security obligations, the provisions of this Addendum shall prevail.

1. DEFINITIONS

- 1.1 Unless otherwise defined herein, defined terms used in this Addendum shall have the meaning giving to them in the Agreement.
- 1.2 For the purposes of this Addendum, **Data Protection Legislation** means Regulation (EU) 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and any act of UK parliament which brings this into force.
- 1.3 For the purposes of this Addendum the terms "**controller**", "**personal data**", "**processor**", "**sub-processor**", "**data subject**", "**process**" and "**processing**" have the meaning set out in Data Protection Legislation.

2. DATA PROTECTION OBLIGATIONS

- 2.1 **Customer Instructions.** Customer appoints iPresent as a processor to process personal data provided by Customer (of the types and category set out in the schedule to this Addendum) on behalf of, and in accordance with, Customer's instructions as set out in the Agreement and this Addendum, as otherwise necessary to provide the services, or as otherwise agreed in writing ("Permitted Purposes"). The Customer is responsible for compliance with its obligations under Data Protection Legislation and will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to iPresent for the duration and purposes of the Agreement. iPresent agrees not to access or use personal data provided by Customer, except as necessary to maintain or provide the services, or as necessary to comply with the law or other binding governmental order.
- 2.2 **Technical and Organisational Measures.** iPresent shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 2.3 **Assistance with compliance.** iPresent shall assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
- 2.4 **Data Subject Rights.** As part of the iPresent services iPresent undertakes to provide Customer with the ability to delete and amend Personal Data or request the same, which may be used by

Customer to assist in its obligations under Data Protection Legislation with respect to responding to requests from data subjects.

- 2.5 **Confidentiality Obligations of iPresent Personnel.** iPresent will ensure that any person it authorises to process the Personal Data shall protect the Personal Data in accordance with iPresent's confidentiality obligations under the Agreement.
- 2.6 **Return or Deletion of Personal Data.** Following the termination date, Company shall destroy or otherwise dispose of any or all of the Customer's Personal Data in its possession within 60 days (except where Company is required by law to keep a copy or has legal grounds to do so including legitimate interests) unless Company receives, prior to deletion, a written request for the provision to the Customer of a copy of the then most recent back-up of the Customer's personal data held by Company. If Company receives such notice, it will use reasonable endeavours to provide that copy to the Customer within 10 business days after the date of notice.
- 2.7 **Security Incident Reporting.** If iPresent becomes aware of any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to personal data provided by Customer (a "Security Incident"), iPresent shall notify Customer promptly (not later than 48 hours) and provide Customer promptly with a detailed description of the Security Incident and the identity of each affected data subject, with periodic updates, and any other information Customer may reasonably request in relation to such Security Incident.
- 2.8 **Subcontracting.** Customer consents to iPresent engaging third party sub-processors to process Personal Data for Permitted Purposes provided that:
 - 2.8.1 iPresent imposes data protection terms on any sub-processor it appoints that require it to protect the Personal Data to the standard required by Data Protection Legislation; and
 - 2.8.2 iPresent remains liable for any breach of this Addendum that is caused by an act, error or omission of its sub-processor.
- 2.9 **Transfer of data outside the EEA.** iPresent shall not transfer personal data outside the EEA unless it has complied with its obligations under Data Protection Legislation in ensuring adequate safeguards in relation to such transfer.
- 2.10 **Audit.** iPresent shall maintain complete and accurate records and information to demonstrate its compliance with this clause 2 and allow for audits by the Customer (or the Customer's designated auditor) solely for the purpose of checking compliance with this Addendum, provided that it is given reasonable notice of such audit, such audit is conducted in a manner so as not to interfere with iPresent' day to day business operations, and such audit is at Customer's cost.

3. MISCELLANEOUS

- 3.1 This Addendum forms an integral part of the Agreement.
- 3.2 The remainder of the provisions of the Agreement not expressly amended hereby shall remain valid and in force in accordance with the original terms of the Agreement.

Signed on behalf of iPresent Limited:	Signed on behalf of the Customer:
Signature:	Signature:
Name:	Name:
Position:	Position:

Schedule – Processing by iPresent

1.1 Nature and purpose of processing

To provide the services as described the Agreement

1.2 Duration of the processing

For as long as is necessary to provide the services under the Agreement or as set out in this Addendum.

1.3 Categories of Data Subject

iPresent's clients and its end-users and suppliers, or as specified in the Agreement

1.4 Types of personal data

Personal data including the following:

Identity Data including first name, maiden name, last name, username or similar identifier, marital status, title, date of birth, gender, and social media accounts.

Contact Data including billing address, delivery address, email address and telephone numbers.

Financial Data including bank account and payment card details.

Transaction Data including details about payments to and from customers and other details of services have purchased from customers.

Technical Data including internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, device model and other technology on the devices use to access iPresent's website or software (or its customers).

Profile Data including username and password, purchases or orders made, and interests, preferences, feedback and survey responses.

Usage Data including information about how clients and end-users use iPresent's website and services (or its customers).

Marketing and Communications Data including client and end-user preferences in receiving marketing from iPresent, its customers and third parties and their communication preferences.

Personal Data collected by the end users of iPresent's software.

Personal Data contained within resources uploaded by end users of iPresent's software (including PowerPoints, PDF's, videos etc).

Special categories of Personal Data including the following:

Details about race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data.