SPEKTRIX DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") forms part of the Agreement between the Client and Spektrix for the provision of certain Services by Spektrix to the Client, and reflects what the parties have agreed in relation to the Processing of Personal Data. All capitalised terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to the Client pursuant to the Agreement, Spektrix may Process Personal Data on behalf of the Client (as further detailed in Schedule 1) and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

With effect from 25 May 2018, this DPA shall automatically replace any comparable or additional rights relating to Processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement), unless otherwise agreed in writing between the parties.

DATA PROCESSING TERMS

1.   **DEFINITIONS**

"Data Controller"	means the entity which determines the purpose and means of Processing of Personal Data.
"Data Processor"	means the entity which Processes Personal Data on behalf of the Data Controller.
"Data Protection Laws"	means all laws and regulations, including the Regulation (EU) 2016/679 (General Data Protection Regulation) ("**GDPR**") and any successor legislation, applicable to the Processing of Personal Data under the Agreement, as amended or updated from time to time.
"Data Subject"	means the identified or identifiable natural person to whom Personal Data relates.
"Personal Data"	means any information relating to an identified or identifiable natural person which is submitted by the Client in respect of the provision and use of the Services. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
"Processing"	means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination

or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Security and Privacy Policy"	means the Security and Privacy Policy applicable to the specific Services purchased by the Client, as updated from time to time, and accessible via Spektrix Support Services or as otherwise made reasonably available by Spektrix.
"Spektrix"	means Spektrix Limited, a company registered in England and Wales, with company number 06220078.
"Sub-processor"	means any Data Processor engaged by Spektrix.
"Third Party Applications"	means any applications or software products or services that interoperate with the Services but which are not provided by Spektrix.

2. PROCESSING OF PERSONAL DATA

2.1   The parties acknowledge and agree that in respect of Processing of Personal Data the Client is the Data Controller, Spektrix is the Data Processor, and Spektrix will engage Sub-processors pursuant to this DPA.

2.2   The Client shall, in its use of the Services, Process Personal Data in accordance with the requirements of the Data Protection Laws and shall ensure that any instructions provided to Spektrix for the Processing of Personal Data shall comply with Data Protection Laws.

2.3   The Client shall be responsible for ensuring the Personal Data provided by the Client to be processed by Spektrix pursuant to the Agreement is Processed on lawful grounds.

2.4   Each party must immediately notify the other if it becomes aware of a complaint or allegation of breach of the Data Protection Laws by any person or an investigation or enforcement action by a regulatory authority, in connection with the Agreement.

2.5   Spektrix shall, to the extent required by applicable Data Protection Laws:

2.5.1   not access or use the Personal Data except as necessary to provide the Services, and shall only Process such Personal Data in accordance with this DPA and only on the Client's instructions;

2.5.2   implement appropriate technical and organisational measures to protect any Personal Data against unauthorised or unlawful Processing and accidental loss, disclosure, access or damage, including those measures set out in the Security and Privacy Policy[1];

2.5.3   cooperate and provide reasonable assistance to the Client in connection with the Client's compliance with the Data Protection Laws insofar as it relates to the Services. This may include assistance with: (i) responding to requests from individuals or authorities, (ii)

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[1] This is accessible at the following link: https://support.spektrix.com/hc/en-us/articles/360003194372

                  notifying data breaches to affected individuals or authorities; and (iii) carrying out data protection impact assessments;

    2.5.4   delete or return to the Client all Personal Data upon the Client's request or in accordance with Schedule 1 on termination or expiry of the Agreement, unless otherwise required under applicable laws;

    2.5.5   ensure that persons authorised to access the Personal Data are subject to confidentiality obligations, whether by contract or statute;

    2.5.6   as soon as reasonably practicable, promptly notify the Client in writing of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. The notice will specify: (i) the categories and number of individuals concerned; (ii) the categories and number of records involved; (iii) the likely consequences of the breach; and (iv) any steps taken to mitigate and address the breach;

    2.5.7   give the Client access during normal working hours to audit any relevant records and materials held by Spektrix which are necessary to demonstrate compliance by Spektrix with its obligations under this DPA. To the extent permissible under Data Protection Laws, the Client shall: (i) reimburse Spektrix for any reasonable costs incurred in relation to any audit requested by the Client; and (ii) take all steps necessary to minimise the disruption to Spektrix's business.

2.6   For the avoidance of doubt, Spektrix shall be entitled to collect anonymous and/or aggregated data regarding the Client's use of the Services, provided that no individual natural person can be identified from such data ("**Aggregate Data**"). Spektrix shall own all right, title and interest in and to the Aggregate Data and Spektrix shall not be required to process such data in accordance with this DPA.

3.   SUB-PROCESSORS

3.1   Subject to clause 3.3, the Client hereby acknowledges and agrees that Spektrix may engage third party Sub-processors in connection with the provision of the Services. The Client may access a current list of Spektrix's Sub-processors for the Services via Spektrix Support Services ("**Sub-processor List**[2]"), which the Client acknowledges and accepts.

3.2   Spektrix shall notify the Client of any new Sub-processors by updating the Sub-processor List and notifying the Client by email before authorising the new Sub-processor to Process Personal Data in connection with the Services provided to the Client. The Client may object to Spektrix's use of a new Sub-processor by notifying Spektrix promptly in writing within five (5) business days after receipt of Spektrix's notice. In the event the Client objects to a new Sub-processor, Spektrix will use reasonable efforts to make available to this Client a change in the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If Spektrix is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days,

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[2] This is accessible at the following link: https://support.spektrix.com/hc/en-us/articles/360003194372

the Client may terminate the Agreement with respect only to those Services which cannot be provided by Spektrix without the use of the objected-to Sub-processor, by providing written notice to Spektrix.

3.3 Spektrix confirms that it has entered into or (as the case may be) will enter into a written agreement with any Sub-processor incorporating terms which are no less protective than those set out in this Agreement to the extent applicable to the nature of the Services provided by such Sub-processor. Spektrix shall remain liable for the acts and omissions of its Sub-processors to the same extent Spektrix would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

4. THIRD PARTY APPLICATIONS

The Client acknowledges and accepts that Third Party Applications may have access to Personal Data where they have been integrated with the Services directly by the Client or on its instruction. In respect of such Third Party Applications, the Processing of any Personal Data by the relevant third party processor shall be governed by the agreement entered into between the Client and the relevant third party processor. This includes, but is not limited to, Processing carried out by payment service providers, email marketing platforms, data aggregators and web agencies. Spektrix shall not be responsible for any loss, corruption, unauthorised use or disclosure of Personal Data to the extent caused by such third party processors or as a result of the Client's use of any Third Party Applications.

5. INTERNATIONAL TRANSFERS

Where the Client is based inside the EEA, Spektrix shall not transfer Personal Data to any country outside of the EEA without prior written consent from the Client, except for transfers to and from: (i) any country which has a valid adequacy decision from the European Commission; or (ii) any organisation which ensures an adequate level of protection in accordance with the applicable Data Protection Laws; or (iii) otherwise in accordance with the Data Protection Laws.

6. LIMITATION OF LIABILITY

Each party's liability arising out of or related to this DPA, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, is subject to the limitations of liability contained within the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party under the Agreement and this DPA together.

SCHEDULE 1 – PROCESSING ACTIVITIES

Data Subjects

The Personal Data processed shall concern the following categories of Data Subjects:

Individual customers of the Client

Categories of data

The Personal Data processed shall concern the following categories of data:

Information submitted by or on behalf of the Data Subject as part of use of the Services. This will include, but not be limited to, the following: Name   Address   Telephone numbers   Email address   Bank card details

Special categories of data (if appropriate)

The Personal Data processed shall concern the following special categories of data:

Spektrix does not include standard data fields for special categories of Personal Data; however, users can create their own custom fields which could include special categories of data as defined by the applicable Data Protection Laws.

Processing operations and duration of processing

The Personal Data processed will be subject to the following basic processing activities:

The Personal Data shall be processed for the Client in respect of certain Services provided by Spektrix to the Client pursuant to the Agreement including but not limited to (a) the marketing and sale of tickets and merchandise; and (b) the solicitation and receipt of donations; and (c) the maintenance of records required to do so effectively.   Spektrix shall process the Personal Data in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Client or as set out in the Agreement.