VENDOR
DATA PROCESSING AGREEMENT

This **Vendor Data Processing Agreement** ("**DPA**") governs the processing of Personal Data in connection with services provided by Vendor to Tines Limited and its Affiliates ("**Tines**") in your capacity as a Processor or Sub-processor (each as defined below) (the "**Services**"). Tines and Vendor may be referred to individually as a "**Party**" and collectively as the "**Parties**."

This DPA forms part of, and is incorporated into, any agreement between the Parties, including without limitation any executed or click-through agreement (the "**Agreement**"). This DPA will remain in effect for the longer of (a) the term of the Agreement, (b) the duration of the Services, or (c) the period during which Vendor Processes Tines Data (the "**Term**").

The subject matter and purpose of the Processing under this DPA is the performance of the Services under the Agreement. The nature of the Processing, the categories of Personal Data, and the categories of data subjects are limited to those necessary for the provision of the Services, as further described in the Agreement.

The Parties agree as follows:

1. Definitions.

a. "**Affiliates**" means any person or entity that controls, is controlled by, or is under common control with such entity, whether as of the date of the Agreement or thereafter. For purposes of this DPA, "**control**" means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct its management and policies.

b. "**Applicable Privacy Laws**" means all applicable privacy and data protection laws and regulations worldwide, including, where applicable, Regulation (EU) 2016/679 ("**GDPR**"), the EU Directive 2002/58/EC on privacy and electronic communications (as amended, superseded, or replaced), and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act, and its implementing regulations ("CCPA").

c. "**Controller**" means the natural or legal person or entity who determines the purposes and means of processing Personal Data. A Controller is also a "business," as defined under the CCPA.

d. "**Data Breach**" means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, or any other unlawful processing of Tines Data.

e. "**Tines Data**" means any and all data, information, or materials (including Personal Data) that are provided or made available to Vendor by Tines or Tines Customers (including their end customers, employees, contractors, representatives, or end users), or that are otherwise collected, generated, or accessed by Vendor on behalf of Tines in connection with the provision of Services under the Agreement. For the avoidance of doubt, Tines Data includes any Personal Data relating to Tines Customers and their end users that Vendor Processes in connection with the Agreement.

f. "**New EU SCCs**" means the Standard Contractual Clauses issued pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries under Regulation (EU) 2016/679, completed as set forth in Appendix 1 to this DPA.

g. "**Personal Data**" means any information relating to an identified or identifiable natural person or household. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural, or social identity.

h. "**Processor**" means an entity that processes Personal Data on behalf of, and in accordance with the instructions of, a Controller.

i. "**Sub-processor**" means an entity engaged by a Processor to receive Personal Data exclusively for processing activities carried out as part of the Services.

j. **"Tines Customers"** means any customer (including their employees, contractors, representatives, and end users) to whom Tines provides its products or services, whether directly or through a reseller, distributor, or other channel partner.

k. "**UK SCC Addendum**" means the United Kingdom International Data Transfer Addendum to the European Commission's Standard Contractual Clauses for international data transfers, version B1.0, issued by the UK Information Commissioner under Section 119A of the UK Data Protection Act 2018 and effective 21 March 2022, as updated, amended, or replaced from time to time.

l. "**Vendor**" means any individual, company, organization, or other legal entity that has entered into an agreement with Tines, including, without limitation, contractors, subcontractors, partners, resellers, suppliers, or other service providers. A Vendor is responsible for performing or delivering the goods, services, or other obligations specified in the Agreement, whether directly or through its affiliates, agents, or authorized representatives

2. Role of Parties.

a. For purposes of this DPA, Tines may act as a Controller, or it may act as a Processor on behalf of its Tines' Customers. Vendor acknowledges that, as a result, it may act either as a Processor to Tines or as a Sub-processor engaged by Tines. Where Tines acts as a Processor, it is required under its customer agreements and/or Applicable Privacy Laws to flow down certain data protection obligations to its Sub-processors. Accordingly, all obligations imposed on a Processor under this DPA apply to Vendor, regardless of whether Vendor is acting as a Processor or Sub-processor.

b. Vendor will process Tines Data under the Agreement only for the purposes set out in the Agreement. The Personal Data processed may relate to Tines Customers, end users, employees, contractors, and contacts, and may include (without limitation): name, email address, billing and payment information, events booked, organized, or attended, and any other Personal Data processed under the Agreement.

3. Vendor's Obligations.

a. Vendor warrants and undertakes that it will process Tines Data only for the limited and specified purposes set out in the Agreement and/or as otherwise lawfully instructed by Tines in writing (including email), except where required by Applicable Privacy Laws. Vendor will promptly inform Tines if, in its opinion, an instruction from Tines would violate Applicable Privacy Laws.

b. Vendor acknowledges and agrees that it does not receive any Tines Data as consideration for the services or other items it provides to Tines. Vendor shall not have, derive, or exercise any rights or benefits with respect to Tines Data.

c. Vendor shall comply with all Applicable Privacy Laws and shall provide at least the same level of protection for Tines Data as is required of Tines under such laws. Vendor will process Tines Data only as necessary to perform its obligations under the Agreement or as otherwise permitted by Applicable Privacy Laws. Without limiting the foregoing, Vendor will not:

i. "sell" or "share" Tines Data, as such terms are defined in the CCPA;

ii. retain, use, or disclose Tines Data outside of the direct business relationship between Tines and Vendor, unless permitted by Applicable Privacy Laws; or

iii. retain, use, or disclose Tines Data for any purpose other than the business purposes specified in this DPA or as otherwise permitted by Applicable Privacy Laws

iv. Vendor shall also comply with any restrictions under Applicable Privacy Laws on combining Tines Data with Personal Data that Vendor receives from (or on behalf of) another person or entity, or that Vendor collects from its own interactions with any individual.

d. Vendor represents and warrants that it understands the rules, requirements, and definitions of the CCPA and agrees not to take any action that would cause any transfers of Tines Data to or from Vendor to qualify as "selling" or "sharing" personal information under the CCPA.

e. Vendor will notify Tines within five (5) business days if it determines that it can no longer meet its obligations under Applicable Privacy Laws.

f. Tines shall have the right, upon seven (7) business days' notice, to take reasonable and appropriate steps to stop and remediate any unauthorized use of Tines Data by Vendor.

4. International Data Transfers.

a. **Authorization.** Tines and its Sub-processors are authorized to make international transfers of Tines Data in accordance with this DPA, provided that all such transfers comply with Applicable Privacy Laws.

b. **EEA Transfers.** For transfers of Personal Data from the European Economic Area ("**EEA**"):

i. The New EU SCCs are incorporated into this DPA by reference, form part of this DPA, and prevail over conflicting terms of this DPA.

ii. Where Vendor acts as Tines' Processor, Module Two applies.

iii. Where Vendor acts as Tines' Sub-processor, Module Three applies.

iv. In either case, the Vendor is the Data Exporter and Tines is the Data Importer.

v. References to "Tines" in this Section include any Tines Affiliate relying on the New EU SCCs.

The Parties agree:

- Clause 7 (Docking Clause) applies;
- Clause 9, Option 2 (General Authorization) applies with 30 days' advance notice;
- Clause 11 (Optional Language) does not apply;
- Clauses 17 and 18: governing law and forum are Ireland and the courts of Ireland.

Annex I and Annex II of the New EU SCCs shall be completed by Appendix 1 to this DPA.

c. **Switzerland Transfers.** For transfers of Personal Data from Switzerland where Swiss law governs the transfer:

i. References to the GDPR in the New EU SCCs are amended to refer to the Swiss Federal Data Protection Act (or its successor).

ii. "Supervisory Authority" includes the Swiss Federal Data Protection and Information Commissioner.

iii. As amended, the New EU SCCs are incorporated and prevail over conflicting terms of this DPA.

d. **UK Transfers.** For transfers of Personal Data from the United Kingdom where UK law governs the transfer:

i. The UK International Data Transfer Addendum ("UK Addendum") is incorporated and prevails over conflicting terms of this DPA.

ii. If the UK issues an updated version of the UK Addendum, that updated version shall apply.
iii. Completion of the UK Addendum:
1. **Table 1:** Parties' details are as set forth in Appendix 1.
2. **Table 2:** The Approved EU SCCs are the New EU SCCs as executed under this DPA.
3. **Table 3:** Annex 1A, 1B, and Annex II are as set forth in Appendix 1.
4. **Table 4:** Either party may terminate this DPA per Section 19 of the UK Addendum.

e. **Transfer Assessments.** To the extent required by Applicable Privacy Laws or guidance from relevant data protection authorities:
i. Vendor shall conduct a risk assessment of any international transfer to determine whether the recipient country provides an adequate level of protection.
ii. Where necessary, Vendor shall implement supplementary measures (e.g., contractual safeguards, technical or organizational measures) to ensure protection of Tines Data.
iii. Upon Tines' reasonable request, Vendor shall provide a copy of its transfer assessment and/or sufficient information to enable Tines to conduct its own.

5. Confidentiality and Security.

a. **Confidentiality**. Vendor will ensure that any person it authorizes to process Tines Data (including Vendor's staff, agents, and Sub-processors) is bound by a duty of confidentiality.

b. **Security Measures**. Vendor will implement and maintain appropriate technical and organizational measures to protect Tines Data against unauthorized access, loss, alteration, disclosure, or destruction. Such measures will, at a minimum, meet the requirements in Annex II of the New EU SCCs and apply to all processing of Tines Data. Vendor will also provide reasonable assistance to Tines in meeting its obligations under Applicable Privacy Laws with respect to the security of such data.

6. Sub-processing.

a. **Authorization and Objection**. Vendor will notify Tines of any Sub-processors it engages and provide ten (10) business days for Tines to object. If Tines objects, Vendor will use commercially reasonable efforts to make a change to the Services or propose a reasonable alternative. If no resolution is possible within thirty (30) days, either Party may terminate, without penalty, the affected Services by written notice.

b. **Requirements**. Vendor will:

i. ensure each Sub-processor is contractually bound to provide protections no less protective than those required by this DPA and in compliance with Applicable Privacy Laws;

ii. remain fully responsible and liable to Tines for the acts and omissions of any Sub-processor; and

iii. provide Tines, upon request, with details of Sub-processors appointed.

c. **Ongoing Notice**. Vendor will provide at least thirty (30) days' prior written notice before engaging a new Sub-processor. Tines may object within ten (10) business days of notice, in which case the objection process in Section 6.1 will apply.

7. Cooperation and Data Subject Rights.

a. Vendor will provide reasonable assistance to Tines to enable Tines to:

i. respond to or resolve any data subject request, question, or complaint relating to Personal Data processed by Vendor on behalf of Tines;

ii. comply with (and demonstrate compliance with) its obligations under Applicable Privacy Laws; and

iii. conduct data protection impact assessments and related consultations with supervisory authorities.

b. If Vendor receives a data subject request, question, or complaint directly, it will promptly notify Tines and provide full details.

8. **Audit.** On reasonable prior written notice, Vendor will provide Tines (or its appointed auditors) with information reasonably necessary to demonstrate Vendor's compliance with this DPA. This may include completion of audit questionnaires, summaries of industry certifications (e.g., ISO 27001, SOC 2), and results of penetration tests or vulnerability assessments.

9. **Data Breach**. If Vendor becomes aware of a Data Breach involving Tines Data, Vendor will:

a. **Notification**. Notify Tines without undue delay and no later than 48 hours after becoming aware, providing details of the breach, the type of data affected, affected individuals (where known), and any additional information reasonably requested.

b. **Mitigation**. Begin investigation and mitigation efforts within 48 hours of discovery, take reasonable steps to minimize harm, and provide updates and assistance to Tines as reasonably requested.

10. **Deletion or Return of Data**. Upon termination or expiry of this DPA, Vendor will, at Tines' election, delete or return all Tines Data (including any copies and data held by Sub-processors), unless applicable law requires retention.

11. **Miscellaneous**. Except as modified by this DPA, the Agreement remains in full force and effect. In case of conflict between this DPA and the Agreement, this DPA will prevail.

ANNEX I

A. LIST OF PARTIES

I. Data exporter(s):

- **Name:** Tines
- **Address:** As set forth in the Agreement between the Parties.
- **Contact:** As set forth in the Agreement between the Parties.
- **Activities relevant to the data transfer:** Transferring, accessing, and otherwise processing Tines Data as necessary for Vendor's provision of the Services described under the Agreement.
- **Signature and date:** The data exporter's signature to the Agreement and date of signature shall constitute the signature and date for this Annex.
- **Role:** For purposes of Module 1 of the Standard Contractual Clauses, data exporter is the Data Controller. For purposes of Module 2 of the Standard Contractual Clauses, data exporter is the Processor.

II. Data importer(s):

- **Name:** Vendor (as identified in the Agreement)
- **Address:** As set forth in the Agreement.
- **Contact:** As set forth in the Agreement.
- **Activities relevant to the data transfer:** Processing Tines Data to provide the Services to Tines under the Agreement and this DPA.
- **Signature and date:** The data importer's signature to the Agreement and date of signature shall constitute the signature and date for this Annex.
- **Role:** Processor or Subprocessor.

B. DESCRIPTION OF TRANSFER

Categories of data subjects:

- Tines customers and end users (including their employees, contractors, and representatives).
- Tines personnel and business contacts, where necessary.

Categories of Personal Data transferred:

- Identification data (e.g., name, email address).
- Professional information (e.g., job title, company).
- Account data, usage data, and support-related data.
- Payment/billing data where relevant.
- Any other Personal Data processed under the Agreement.

Sensitive data transferred (if applicable):

- None anticipated. If sensitive data is processed, it shall be subject to additional safeguards (e.g., access restrictions, logging, training, and encryption).

Frequency of transfer:

- Continuous, for the duration of the Agreement.

Nature of the processing:

- Collection, storage, access, transmission, and deletion of Tines Data as necessary to provide the Services under the Agreement.

Purpose of the processing:

- To enable Vendor to provide the Services to Tines pursuant to the Agreement and DPA.

Retention period:

- For as long as necessary to provide the Services under the Agreement or as otherwise required by Applicable Privacy Laws.

For transfers to Sub-processors:

- Vendor's Sub-processors may process Tines Data only to support Vendor's performance of the Services and only for the duration required for such performance.

C. COMPETENT SUPERVISORY AUTHORITY

Where the European Data Protection Laws apply, the competent supervisory authority shall be (i) the supervisory authority applicable to the data exporter in its EEA country of establishment, or (ii) where the data exporter is not established in the EEA, the supervisory authority applicable in the EEA country where the data exporter's EU representative has been appointed pursuant to Article 27(1) GDPR, or (iii) where the data exporter is not obliged to appoint a representative, the supervisory authority applicable to the EEA country where the data subjects relevant to the transfer are located. Where the UK GDPR or Swiss DPA applies, the competent supervisory authority will be either the UK Information Commissioner or Swiss Federal Data Protection Information Commissioner as applicable.

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ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES

Vendor will implement and maintain at least the following technical and organizational measures to ensure the security of Tines Data:

- **Information Security Policies:** Defined, approved, published, and regularly reviewed policies covering information security.
- **Training & Awareness:** Security awareness training for employees and contractors with regular refreshers.
- **Access Controls:** Role-based access, authentication, and logging to ensure only authorized personnel have access.
- **Cryptography:** Encryption in transit and at rest, with key management policies.
- **Physical Security:** Restricted access to facilities and systems that store or process Tines Data.
- **System & Network Security:** Network segmentation, firewalls, intrusion detection/prevention, and secure system configuration.
- **Vulnerability & Patch Management:** Ongoing monitoring, timely patching, and risk-based mitigation of vulnerabilities.
- **Malware Protection:** Anti-malware tools, monitoring, and user awareness controls.
- **Data Backup & Recovery:** Regular, tested backups with defined recovery procedures.
- **Secure Disposal:** Formal processes to securely delete or destroy media when no longer required.
- **Testing & Audit:** Regular penetration testing, vulnerability assessments, and audits.
- **Incident Response:** Documented procedures for detecting, reporting, and mitigating incidents and breaches.
- **Business Continuity:** Plans to ensure security and continuity of operations in case of disruptions or disasters.