

ADDENDUM**EVENTS TERMS AND CONDITIONS**

This Events Terms and Conditions Addendum (the “**Addendum**”) is included and made a part of any Statement of Work (“**SOW**”) entered into between **Company** and **Client** which includes Client’s participation in Company event(s), including single-client, multi-client, in-person or virtual (each an “**Event**”). This Addendum, the SOW and the underlying terms and conditions referenced therein (“**Terms**”) together constitute the entire agreement (“**Agreement**”). “**Company**” means the Foundry entity identified in the SOW; “**Client**” means the Client entity identified in the SOW. In the event of a conflict between the terms of the Terms or the SOW, the terms of this Addendum shall control. Any other terms not defined in this Addendum have the meaning given to them in the Agreement. Certain terms in this Addendum may apply exclusively to Events with participation by a single client or multiple clients, or in-person or virtual events, either expressly or by reasonable interpretation.

1. Company Performance, Responsibilities, and Obligations

1.1 Except as otherwise set forth in the SOW, Company will manage the Event, including in its sole discretion the right to (i) assign space to Client (and, as applicable, other Event-sponsoring clients); (ii) determine the schedule, deadlines, venue, size and scope of the Event; (iii) determine the Event promotion and content, including the right to approve all Event presenters, presentation materials, and promotional materials; and (iv) make changes as needed to ensure the Event’s success.

1.2 Company will include the logo of Client, as provided, on the Company Event webpage promoting the Event and will include a direct link to Client’s website. Client will provide a link to its privacy policy for inclusion on the Company Event webpage.

1.3 Company will determine if any attendance fee will be charged to Event registrants (“**Registrants**”) to participate in the Event, and if applicable, the amount of the attendance fee.

1.4 Company is not responsible for verifying the accuracy or completeness of any material provided by Client for the Event Repository.

1.5 Any matter not specifically covered by the Agreement shall be within the sole discretion of Company.

2. Rescheduling or Cancellation.

2.1 **By Company:** Company reserves the right to cancel or reschedule the Event, in which case the following will be Client’s sole and exclusive remedy:

2.1.1 If Company reschedules the Event and the parties cannot agree on a new date to be held within nine (9) months of the originally scheduled Event date, Client shall receive credit toward another Company event to be held within one (1) year from the start date of the originally scheduled Event.

2.1.2 If Company cancels the Event, Client shall be entitled to a refund of the Event fee paid to Company as of the time of such cancellation.

2.2 By Client:

2.2.1 Client may cancel participation in a Virtual Event by giving written notice thereof to Company by email to the Client’s designated Company sales representative. If Client’s notice of cancellation is received ninety (90) days or more prior the start date of the Event, fifty percent (50%) of the Event fees will be due. For any other cancellation, 100% of the Event fees will be due. Client will not be entitled to a refund of its deposit and remains responsible for any expenses or costs incurred by Company as a result of Client’s cancellation, including project management, moderation, marketing, and venue fees.

2.2.2 Company does not accept cancellations or rescheduling requests for in-person Events, and the

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Event fees will be due regardless of whether Client participates in the Event.

2.2.3 Client may request that a multi-client virtual Event(s) be rescheduled and if such date can be accommodated, Client will be responsible for 50% of the Event fee and any expenses or costs incurred by Company as a result of rescheduling the Event, including project management, moderation, marketing, and venue fees. Alternate Event date requests must be made at least sixty (60) days prior to the Event and cannot be guaranteed.

2.3 The date(s) for single-client Event(s) must be agreed upon by the parties in writing. If the SOW does not identify a specific date(s) (i.e. the date(s) is to be determined), Client agrees that the Event must occur within six (6) months from the Effective Date of the SOW. Notwithstanding anything to the contrary, the Event fees will be due regardless of whether Client participates in the Event.

3. Responsibilities and Obligations of Client

3.1 Client will promote the Event and its participation, including via a link to the Company Event website on Client's website.

3.2 Client will provide corporate and product promotional materials to Company to facilitate creation of an event attendee information repository ("Event Repository"). Failure to submit the materials for the Event Repository by the deadlines set by Company may result in the omission of such material from the Event Repository and render any Company Event Registrant commitment unenforceable.

3.3 Client will comply with all venue and Event policies. Unless expressly agreed to in writing by Company, Client may not decorate, modify or alter the venue, including applying paint, lacquer, adhesive or other coatings to any part of the venue. Only Client representatives are permitted to operate from Client's assigned venue registration or session areas, without the prior written consent of Company.

3.4 Reservations, lodging, utility connections, hospitality area set-up, and any other related services are the responsibility of Client.

3.5 For Events which include the provision of a Registrant room drop (i.e., CIO100 and CSO50 only), Company will coordinate timing and specifics with Client, but Client is responsible for any associated costs including procurement and shipping of items to the venue.

4. **Client Presentations.** If the SOW includes any presentation by Client as part of the Event, the following terms shall apply.

4.1 The management seniority level of Client's proposed presenter shall be consistent with the management level of the targeted Registrants. If Client's presenter is not approved by Company and a reasonable substitute cannot be agreed upon by the parties, Client will forfeit the presentation opportunity, and no refund will be made.

4.2 If the presentation includes a client case study, and Client's client is not be available to present the case study, Company may, in its sole discretion, (i) allow Client to present the case study on its client's behalf; (ii) allocate the presentation opportunity to another Client (no refund will be made); or (iii) cancel the presentation (no refund will be made).

4.3 If the presentation includes a technology briefing, such presentation shall be consistent with the overall theme of the Event, and shall not be from Client's Sales, Marketing or Business Development teams.

5. **Food and Beverage.** Unless otherwise permitted by the venue, all food and beverage, including alcoholic beverages (i) must be supplied by the venue; (ii) must be consumed at the venue; and (iii) must be dispensed by



venue staff. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or who do not meet minimum age requirements to consume alcohol under applicable law. The venue reserves the right to require guests to present identification to verify age. Under no circumstance will the venue accept delivery of shipped alcoholic beverages.

6. Registrant Personal Data. The following terms supplement the data protection clauses elsewhere in the Agreement.

6.1 Registrant Personal Data. For purposes of the Event(s) covered by this Addendum, the parties acknowledge and agree that with respect to the processing and use of business contact personal data of Registrants collected as a part of Registrants' access to the Event Repository ("Registrant Personal Data"), Company and Client act as independent controllers. The Registrant Personal Data shared with Client as part of the Services shall only be used to communicate with registrants regarding Client's similar offers, additional products, content, or services. In any instance where Client contacts an individual based on Registrant Personal Data, Client's privacy policy, including information on how to opt-out in the future, will apply to all personal data and the initial communication to such individual shall provide direct access to Client's privacy policy and an opportunity to opt-out from future communication.

6.2 EU Standard Contractual Clauses. If Company is subject to Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "GDPR") and transfers Registrant Personal Data to Client who has its place of business in a third country that has not been recognized by the European Commission as providing an adequate level of protection, the terms of the transfer between the parties shall be governed by Module One: Transfer Controller to Controller of the standard contractual clauses for the transfer of Personal Data from the EEA to Third Countries pursuant to Commission Decision 2021/914 of 4 June 2021, as amended (the "EU SCCs") incorporated herein by reference and considered duly executed between the parties upon execution of this Addendum, in the extent applicable to the transfer. The EU SCCs apply subject to Section A of Exhibit 1 to this Addendum. Section A of Exhibit 1 to this Addendum includes all necessary information that is required in the Appendix to the EU SCCs.

6.3 UK Addendum. If Company is subject to the United Kingdom's Data Protection Act 2018 and the GDPR as adapted into law of the United Kingdom by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (the "UK GDPR") and transfers Registrant Personal Data to Client who has its place of business in a third country that has not been recognized as an adequate country under the UK GDPR, the terms of the transfer between the parties shall be governed by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner (version B1.0, in force 21 March 2022) (the "UK Addendum") that is incorporated herein by reference and considered duly executed between the parties upon execution of this Addendum, as applicable to the transfer. The parties agree that the UK Addendum is appended to the EU SCCs as incorporated and modified (including the selection of modules and disapplication of optional clauses) by Section 6.3 and Section A of Exhibit 1 to this Addendum. Section B of Exhibit 1 to this Addendum includes all necessary information that is required in Part 1 of the UK Addendum.

7. Indemnification; Liability. In addition to the indemnification obligations set forth in the Agreement, Client will indemnify and hold harmless Company and Company Affiliates, employees, officers, directors, shareholders, and assigns against all losses, damages, liabilities, and costs (including reasonable attorneys' fees) incurred by Company arising from any third-party claim, suit, action, or proceeding resulting from (i) any damage or unauthorized modifications to the venue caused or made by the Client or its employees, agents or representatives; (ii) any personal injury caused by such damage or unauthorized modifications to the venue; and (iii) any claims that the Client materials infringe or misappropriate a third party's intellectual property or privacy rights. COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY THEFT, DETERIORATION, DAMAGE, OR LOSS OF PROPERTY, OR PERSONAL INJURY INCURRED BY CLIENT THAT MAY OCCUR AT THE EVENT.

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8. Violations of Terms and Conditions. Company will notify Client if it believes Client is in violation of the Agreement. If in the sole opinion of Company the violation is correctable, Company will allow a reasonable amount of time to correct the violation. If the violation is not corrected or if in the sole opinion of Company the violation is not correctable, Company may terminate Client's participation in the Event. In addition, all Client-branded Event materials may be removed and/or their distribution discontinued by Company, and any scheduled Client functions may be cancelled by Company. Client will not be entitled to any refund and will, in addition, be responsible for cancellation or attrition venue charges and any other expenses, costs and damages incurred by Company caused by the violation.

9. Force Majeure. For in-person events only, a force majeure event shall specifically include any condition that curtails or materially restricts the ability of Company's or Client's employees, or Registrants, to travel to the venue due to a pandemic or other health emergency declared by local, state, national, and/or international authorities ("Health Emergency"). If the Event is postponed or cancelled by Company due to a force majeure event, or Company does not postpone or cancel the Event but Client elects not to participate due to a Health Emergency, Client shall receive a credit equal to the fees paid toward the Event, which Client may apply as a credit toward either the rescheduled event or another Company event anytime within one (1) year from the start date of the original Event.

10. Insurance. Client warrants and represents that it shall maintain sufficient insurance coverage for its property and employees, agents and representatives and for any and all liabilities arising out of or resulting from the performance of its obligations under this Agreement.

11. Payment. Notwithstanding anything to the contrary elsewhere in the Agreement, all fees for an Event must be received by Company at least fifteen (15) days prior to the Event.

Exhibit 1 – Controller to Controller

Transfers Section A: EU SCCs

For the purpose of Module One: Transfer Controller to Controller of the EU SCCs applicable to the parties under Section 6.3 of the Addendum, the parties agree on the following:

- i. Module One: Transfer Controller to Controller applies, and no other modules of the EU SCCs apply.
- ii. Clause 7 (Docking Clause) does not apply.
- iii. The optional paragraph under Clause 11 (Redress) (a) does not apply.
- iv. For Clause 17 (Governing law), the law of Ireland applies.
- v. For Clause 18 (Choice of forum and jurisdiction), any dispute arising from the EU SCCs shall be resolved by the courts of Ireland.

LIST OF PARTIES:

Data exporter:

Name: Company (as defined in the Agreement)

Address: Company's address as specified in the Agreement

Contact details: slyster@foundryco.com

Activities relevant to the data transferred: Under the Agreement, Company transfer Registrant Personal Data to Client. Role: Controller

Data importer:

Name: Client (as defined in the Agreement)

Address: Client's address as specified in the Agreement
Contact details: As specified in the Agreement

Activities relevant to the data transferred: Under the Agreement, Company transfer Registrant Personal Data to Client. Role: Controller

DESCRIPTION OF TRANSFERS:

Categories of data subjects whose personal data is transferred: Registrants of Company's events

Categories of personal data transferred: Business contact details

Sensitive data transferred: Not applicable

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): One-off Nature of the processing: Collection, storage, transfer

Purpose(s) of the data transfer and further processing: The provision of the Services under the Agreement

Competent supervisory authority in accordance with Clause 13 of the EU SCCs: The competent authority is determined based on the business unit of the Company:

Foundry: Bavarian Supervisory Authority

TECHNICAL AND ORGANISATIONAL MEASURES IMPLEMENTED BY THE DATA IMPORTER:

<i>Physical Access Control</i>	No unauthorized access to data processing facilities, e.g.: magnetic or chip cards, keys, electronic door openers, facility security services and/or entrance security staff, alarm systems, video / CCTV systems	<i>Electronic Access Control</i>	No unauthorized use of the data processing and data storage systems, e.g.: (secure) passwords, automatic blocking/locking mechanisms, two-factor authentication, encryption of data carriers/storage media
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<i>Internal Access Control</i>	No unauthorized reading, copying, changes or deletions of data within the system, e.g. rights authorization concept, need-based rights of access, logging of system access events	<i>Separation according to purpose</i>	The separated processing of data, which is collected for differing purposes, e.g. multiple controller support, sandboxing;
<i>Data Entry Control</i>	Verification, whether and by whom Personal Data is entered into a data processing system, is changed or deleted, e.g., logging, document management	<i>Data Transfer Control</i>	No unauthorized reading, copying, changes or deletions of data with electronic transfer or transport, e.g.: encryption, Virtual Private Networks (VPN), electronic signature;
<i>Pseudonymization</i>	The processing of Personal Data in such a method / way, that the data cannot be associated with a specific data subject without the assistance of additional Information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures.	<i>Availability control</i>	Prevention of accidental or willful destruction or loss, e.g.: backup strategy (online/offline; on-site/off-site), uninterruptible power supply (UPS), virus protection, firewall, reporting procedures and contingency planning
<i>Data protection management;</i>	Regularly review, assessment and evaluation of the effectiveness of technical and organisational measures to ensure the security of processing	<i>Incident response management</i> ;	Maintain 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.
<i>Data protection by design and default;</i>	Consider data protection issues as part of the design and implementation of systems, services, products and business practices.	<i>Order or Contract Control</i>	No third party data processing as per Art. 28 GDPR and Art. 28 UK GDPR without corresponding instructions from Company, e.g.: clear and unambiguous contractual arrangements, formalized Order Management, strict controls on the selection of the service provider, duty of pre-evaluation, supervisory follow-up checks.

Section B: UK Addendum

Start date: The execution date of the Addendum

Addendum EU SCCs: The UK Addendum is appended to the EU SCCs incorporated by Section 6.3 of the Addendum as modified by Section A of Exhibit 1: Controller to Controller Transfers.

Data Exporter: See Section A of Exhibit 1: Controller to Controller

Transfers Data Importer: See Section A of Exhibit 1: Controller to Controller Transfers

Description of Transfer: See Section A of Exhibit 1: Controller to Controller Transfers

Technical and Organisational Measures: See Section A of Exhibit 1: Controller to Controller Transfers

Ending the UK Addendum when the Approved UK Addendum changes: Company/Data Exporter may end the UK Addendum under Section 19.