

## Data Processing Addendum

With effect as of its execution by Whova and Customer, this Data Processing Addendum ("DPA") forms part of the "Agreement" including the Whova Terms of Use specified at (<https://whova.com/terms/>) or Whova commercial agreement ("Agreement") between Whova and the person or entity who acquires the Service under the Agreement ("Customer").

This DPA is supplemental to the Agreement and sets out the terms that apply when Personal Data (defined below) is Processed (defined below) by Whova under the Agreement. The purpose of the DPA is to ensure such Processing is conducted in accordance with applicable laws, including EU Data Protection Laws (defined below), and with due respect for the rights and freedoms of individuals whose Personal Data are Processed.

### DATA PROCESSING TERMS

In providing the Services to Customer pursuant to the Agreement, Whova may process Customer Personal Data on behalf of Customer. Whova will comply with the provisions in this DPA with respect to its processing of any Customer Personal Data.

#### 1. DEFINITIONS

##### 1.1 For the purposes of this DPA:

- (a) "**Affiliate(s)**" means any legal entity directly or indirectly controlling, controlled by or under common control with a party, where control means the ownership of a majority share of the stock, equity or voting interests of such entity.
- (b) "**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- (c) "**Customer**" means the non-Whova party to both the Agreement and this DPA that has access to the Whova Services.
- (d) "**Data Subject**" means the individual to whom Personal Data relates.
- (e) "**EEA**" means the European Economic Area, which constitutes the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this DPA, Switzerland and the United Kingdom.
- (f) "**EU Data Protection Laws**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation" or "GDPR"), as amended, replaced or superseded, as well as any applicable data protection laws and/or regulations in force in EEA.

(g) **"Whova"** means the Whova entity that is a party to both the Agreement and this DPA, which is Whova, Inc., a company incorporated in the State of Delaware.

(h) **"Personal Data"** means any personal data relating to an identified or identifiable natural person; 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.

(i) **"Customer Personal Data"** means any Personal Data originated by Customer that Customer submits to Whova, collects through its use of the Whova Services or provides to Whova in the course of using the Whova Services.

(j) **"Processing"** (including its root word, "Process") shall have the meanings given in EU Data Protection Laws.

(k) **"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

(l) **"Standard Contractual Clauses"** means the agreement attached hereto as Exhibit A pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

(m) **"Sub-processor"** means any Processor engaged by Whova to Process Personal Data in connection with the Services.

(n) **"Services"** means the Software as a Service and associated professional services provided by Whova to Customer under the Agreement.

(o) **"Security Incident"** means accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or use.

(p) **"Security Policy Packet"** means Whova's Security Documentation, as updated from time to time, and provided to Customer upon request or as otherwise made reasonably available by Whova.

## 2. APPLICABILITY OF DPA

**2.1 Applicability.** This DPA shall apply only to the extent Customer is established within the EEA and/or to the extent Whova Processes Personal Data of Data Subjects located in the EEA on behalf of Customer or a Customer Affiliate.

## 3. ROLES AND RESPONSIBILITIES

**3.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data on behalf of Customer, Whova is the Processor and Customer is the Controller. In some circumstances Customer may be a Processor, in which case Customer appoints Whova as Customer's

Sub-processor, it shall not change the obligations of either Customer or Whova under this DPA, as Whova will remain a Processor with respect to the Customer in such event.

In respect of some processing of Event attendees' Personal Data directly provided to Whova service, Whova may act as a Controller, for example, where attendees have engaged with aspects of Whova's application or directly provide Personal Data about themselves as part of their account-creation process, or where Personal Data is extracted on an aggregated or non-identifiable forms for Whova's legitimate business purposes, including for testing, development, research, analysis, controls, and improvement. When Whova is acting as a Controller of attendees' directly provided Personal Data, Whova's Processing shall not be subject to this DPA.

**3.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of EU Data Protection Laws. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with EU Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data. If Customer uses the Services to process any categories of Personal Data not expressly covered by this DPA, Customer acts at its own risk and Whova shall not be responsible for any potential compliance deficits related to such use.

**3.3 Whova's Processing of Personal Data.** Whova shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable order(s); (ii) Processing initiated by event attendees or registrants in their use of the Whova Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email or support ticket) where such instructions are consistent with the terms of the Agreement.

**3.4 Scope of Processing.** The subject matter of Processing of Personal Data by Whova is the performance of the Services pursuant to the Agreement. The types of Personal Data, categories of Data Subjects Processed under this DPA, and processing operations are further specified in the Appendix 1 to the Standard Contractual Clauses attached hereto as Exhibit A.

## **4. SECURITY**

**4.1 Security.** Whova shall implement appropriate technical and organisational measures designed to protect the Customer Personal Data from a Security Incident and in accordance with Whova's security standards as set forth in the Agreement and Appendix 2 to the Standard Contractual Clauses attached hereto as Exhibit A.

**4.2 Confidentiality of Processing.** Whova shall ensure that any person that it authorizes to process the Customer Personal Data (including its staff, agents and subcontractors) shall be subject to a duty of confidentiality (whether a contractual or a statutory duty) that shall survive the termination of their employment and/or contractual relationship.

**4.3 Security Incidents.** Upon becoming aware of confirmed Security Incident, Whova shall notify Customer without undue delay and pursuant to the terms of the Agreement, and shall provide such timely information as Customer may reasonably require to enable Customer to fulfil any data breach reporting

obligations under EU Data Protection Laws. Whova will take steps to identify and remediate the cause of such Security Incident and to minimize its possible harm. For the avoidance of doubt, Security Incidents will not include unsuccessful attempts to, or activities that do not, compromise the security of Customer Personal Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems.

## **5. ONWARD TRANSFERS; SUB-PROCESSING**

**5.1 Transfer Mechanisms for Data Transfers.** For any transfers of Personal Data under this DPA from the European Union and the EEA to countries which do not ensure an adequate level of data protection within the meaning of EU Data Protection Laws of the foregoing territories, to the extent such transfers are subject to the Standard Contractual Clauses set forth in Exhibit A.

**5.2 Sub-processors.** Customer agrees that Whova may engage third parties as Sub-processors to process the Customer Personal Data on Whova's behalf. A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, is available at <https://whova.com/resources/whova-subprocessors/> ("Whova Sub-processor"). Whova will update the list every thirty (30) days, thereby notifying Customer through the webpage of any changes and giving Customer the opportunity to object to such Sub-processors or changes concerning the addition or replacement thereof. Notwithstanding the other provisions in this section, Whova may add or replace a Sub-Processor immediately if it is necessary to ensure business continuity and recovery in case of emergency, except as prohibited by EU Data Protection Laws. Whova shall impose on such Sub-processors data protection terms that protect the Customer Personal Data to the same standard provided for by this DPA and shall remain liable for any breach of the DPA caused by a Sub-processor.

## **6. COOPERATION**

**6.1 Data Subjects' Rights.** Whova shall provide commercially reasonable assistance, including by appropriate technical and organizational measures as reasonably practicable, to enable Customer to respond to any inquiry, communication or request from a Data Subject seeking to exercise his or her rights under EU Data Protection Laws, including rights of access, correction, restriction, objection, erasure or data portability, as applicable. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, restriction, objection, erasure or data portability of that Data Subject's Personal Data. Whova will be responsible for responding to Data Subject's such requests to the extent the Customer itself does not have the ability, with the available standard functionalities of the Services, to respond to such request.

**6.2 Data Protection Impact Assessments and Prior Consultation.** Whova shall, to the extent required by EU Data Protection Laws, provide Customer with reasonable assistance with data protection impact assessments or prior consultations with data protection authorities that Customer is required to carry out under EU Data Protection Laws.

## **7. DELETION OR RETURN OF CUSTOMER PERSONAL DATA**

**7.1 Deletion or Return of Data.** Except for Personal Data with respect to which Whova acts as a Controller, upon Customer's request, Whova shall delete or return Customer Personal Data and existing copies unless any applicable law or a governmental or regulatory order requires the storage of the Customer Personal Data.

## **8. AUDIT AND DEMONSTRATION OF COMPLIANCE**

Whova will make available to Customer all information necessary for Customer to demonstrate compliance with the obligations laid down under Article 28 to the GDPR in relation to the Processing of Personal Data under this DPA by Whova and its Sub-processors.

Whova will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, in relation to Whova's obligations under this DPA. Whova may satisfy the audit obligation by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with Whova, at least forty-five (45) days in advance and will be performed not more than once a year (except for an audit following a Personal Data breach); (ii) the auditor will execute a non-disclosure and non-competition undertaking toward Whova; (iii) the auditor will not have access to non-Customer data (iv) Customer will make sure that the audit will not interfere with or damage Whova's business activities and information and network systems; (v) Customer will bear all costs and assume responsibility and liability for the audit; and (vi) Customer will receive only the auditor's report, without any Whova 'raw data' materials, will keep the audit results in strict confidentiality and will use them solely for the specific purposes of the audit under this section; (vii) at the request of Whova, Customer will provide it with a copy of the auditor's report; and (viii) as soon as the purpose of the audit is completed, Customer will permanently dispose of the audit report.

## **9. MISCELLANEOUS**

**9.1 Dispute Resolution.** The parties agree to communicate regularly about any open issues or process problems that require resolution. The parties will attempt in good faith to resolve any dispute related to this DPA as a precondition to commence legal proceedings. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.



**9.2** In the event that Whova, any of its Sub-processors, or the Customer receives any regulatory request, order, or other binding decision or recommendation from the competent authority that requires amendments to the provisions hereof or any changes to the processing of Customer Personal Data hereunder ("Regulatory Request"), Whova and the Customer as well as, to the extent necessary and/or reasonably practicable, representatives of a respective Sub-processor, shall, within a reasonable time after receiving and reviewing the Regulatory Request, discuss and work in good faith towards agreeing on a plan ("Compliance Review Plan") to determine the details of how the Regulatory Request can be addressed.

**9.3** Except as amended by this DPA, the Agreement will remain in full force and effect.

**9.4** If there is a conflict between the Agreement and this DPA the terms of this DPA will control.

9.5 Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations, set forth in the Agreement.

ACCEPTED and AGREED TO:

<b>Whova, Inc</b>	<b>Customer:</b> Guidewire Software, Inc.
By:  <small>DocuSigned by: Weiwei Xiong DRE034F66BD3441</small>	By: 
Print Name: Weiwei Xiong	Print Name: Jeff Cooper
Title: co-founder	Title: VP Finance
Date: Mar 22, 2019	Date: Mar 20, 2019

**EXHIBIT A**

This Exhibit A is part of the DPA and must be included as part of and signed with the DPA to be valid and legally binding.

**Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organisation:

Address: 1001 E. Hillsdale Blvd. Suite 800 Foster City, CA 94404

Tel.: ; fax: ; e-mail: [privacy@guidewire.com](mailto:privacy@guidewire.com)

Other information needed to identify the organisation:

Guidewire Software, Inc.

(the data **exporter**)

And

Name of the data importing organisation:

Address:

Tel.: ; e-mail:

Other information needed to identify the organisation: Not applicable

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

**Clause 1**

**Definitions**

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## **Clause 2**

### ***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## **Clause 3**

### ***Third-party beneficiary clause***

- The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the



entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

- The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### **Clause 4**

##### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

## **Clause 5**

### ***Obligations of the data importer***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
- (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

## **Clause 6**

### ***Liability***

- The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
- If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity. □The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
- If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer,

unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### **Clause 7**

##### ***Mediation and jurisdiction***

- The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
- The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law. □

#### **Clause 8**

##### ***Cooperation with supervisory authorities***

- The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
- The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
- The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### **Clause 9**

##### ***Governing Law***

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

#### **Clause 10**

##### ***Variation of the contract***

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

## **Clause 11**

### ***Subprocessing***

- The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
- The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.
- The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

## **Clause 12**

### ***Obligation after the termination of personal data processing services***

- The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
- The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.


**On behalf of the data exporter:**

Name (written out in full): Jeff Cooper

Position: VP Finance

Address: 1001 E. Hillsdale Blvd. Suite 800 Foster City, CA 94404

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full): Weiwei Xiong

Position:  co-founder

Address:  7310 Miramar Rd, suite 200, San Diego, CA 92126

Other information necessary in order for the contract to be binding (if any): N/A

Signature.....

## **APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

### **Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

Data exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the DPA) of Customer established within the European Economic Area (EEA) that have purchased Whova Services.

### **Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

Whova, Inc. is a provider of event management software which processes personal data upon the instruction of the data exporter in accordance with the terms of the DPA and Agreement.

### **Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer's event attendees or registrants
- Exhibitors, speakers, or sponsors of Customer
- Employees, agents, or contractors of Customer

### **Categories of data**

The personal data transferred concern the following categories of data (please specify):

Data exporter or its event attendees or registrants may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter or its attendees or registrants in their sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- Basic and contact data: event attendee/registrant name, organization, title, educations, location, e-mail address, social media account ID, headshot, bio
- Usage data: attendee/registrant browser and device information, operating system, device type, system and performance information, app usage data, general geographic location;
- Further data about a person: Data requested by the data exporter or otherwise provided by the attendee or registrant in the Whova app or a registration page at their discretion

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

Any such data transferred will be at the sole discretion of Customer as Data Exporter.

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

Whova will Process Personal Data as necessary to perform the Services pursuant to the Agreement, and as further instructed by Customer in its use of the Services. The Personal Data transferred will be processed in accordance with the Agreement and any applicable order and may be subject to the following processing activities:

- Storage, analysis and other processing necessary to provide, maintain, and improve the Services provided to Customer;
- To provide customer and technical support to Customer; and
- Disclosures in accordance with the Agreement, as compelled by law.

DATA EXPORTER Guidewire Software, Inc.

Name: Jeff Cooper, VP Finance .....

Authorised Signature  .....

DATA IMPORTER

Name: weiwei xiong .....

Authorised Signature  .....



**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

Data importer will maintain reasonable and appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security Policy Packet applicable to the Services purchased by data exporter or otherwise made reasonably available by data importer.

DATA EXPORTER Guidewire Software, Inc.

Jeff Cooper, VP Finance  
**Name:**.....



**Authorised Signature** .....

DATA IMPORTER

weiwei xiong  
**Name:** .....

**Authorised Signature**  .....