DATA PROCESSING ADDENDUM TO MASTER SERVICES AGREEMENT

This Data Processing Addendum to Master Services Agreement ("Addendum") dated effective May 25, 2018 ("Effective Date") shall be integral part of the Master Services Agreement ("Agreement") between _____ ("**Customer**") and Vital Technical Marketing, Inc., dba VTM Group, an Oregon corporation with principal offices at 3855 SW 153rd Drive, Beaverton, OR 97003 ("**VTM**"). (Customer and VTM may collectively be referred to herein individually as a "**Party**" or collectively as "**Parties**").

1. **Definitions.** Any term not defined herein has the same meaning as it is defined under the Data Protection Legislation if and only if it is specifically defined under the Data Protection Legislation Article 4.

    "Data Controller" has the same meaning as Controller under the Data Protection Legislation, specifically Article 4.

    "Data Processor" has the same meaning as Processor under the Data Protection Legislation, specifically Article 4.

    "Data Protection Legislation" means the Regulation (EU) 2016/679, commonly known as the Global Data Protection Regulation or GDPR.

    "Data Subject" has the same meaning as Data Subject under the Data Protection Legislation, specifically Article 4.

    "Personal Data" has the same meaning as Personal Data under the Data Protection Legislation, specifically Article 4.

    "Services" means the Services as set forth in the Agreement.

    "Users" means an end-user: individual persons authorized by Customer to use the Services provided by VTM pursuant to the Agreement, and each User will have their own login credentials (username and password).

2. **Roles of the Parties.** The Parties acknowledge and agree that for the purposes of the Data Protection Legislation and this Addendum, Customer is the Data Controller and VTM is the Data Processor.

3. **Addendum's Scope.** The parties acknowledge and agree that this Addendum applies only insofar as required under the Data Protection Legislation.

4. **Processing of Personal Data.** VTM shall process Personal Data only on behalf of and in accordance with written instructions from Controller for the purposes of VTM providing the Services under the Agreement and with the consent of the Users in their use of the Services.

5. **Data Subjects Rights.** Taking into account the nature of the processing, VTM shall assist Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Customers' obligations, as reasonably understood by Customer, to respond to requests to exercise Data Subject rights under the Data Protection Legislation. VTM shall promptly notify Customer if VTM receives a request from a Data Subject under the Data Protection Legislation in respect of Personal Data and ensure that

VTM does not respond to that request except on the documented instructions of Customer or as required by applicable laws to which VTM is subject, in which case VTM shall to the extent permitted by applicable laws inform Customer of that legal requirement before VTM responds to the request.

6. **Confidentiality.** VTM shall ensure that all personnel who access to or process Personal Data are subject to confidentiality agreements, have received appropriate training in relation to VTM's obligations under this Addendum, and have been informed of the confidential nature of Personal Data.

7. **Reliability and Limitation of Access.** VTM shall take reasonable steps to ensure the reliability of any personnel who may have access to Personal Data, and ensure that such access is limited to personnel required for VTM to perform its Services under the Agreement.

8. **Sub-Processors.**

   a. Written Instruction Required. VTM shall not allow a sub-processor to process Personal Data except upon the written instruction of the Customer, including the written instructions provided in Schedule A attached to this Addendum.

   b. Sub-Processor Contract. VTM shall ensure that the written contract between VTM and an authorized sub-processor includes terms which offer at least the same level of protection as those set out in this Addendum.

   c. Current Authorized Sub-Processor. Customer agrees and acknowledges that it authorizes VTM to use Amazon Web Services as a sub-processor, and VTM agrees and acknowledges that VTM's contract with Amazon Web Services includes terms which offer at least the same level of protection as those set out in this Addendum.

9. **Security.** Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, VTM shall in relation to the Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the Data Protection Legislation, such measures to be appropriate in particular to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data.

10. **Personal Data Breach.** VTM shall notify Customer without undue delay upon VTM or any sub-processor becoming aware of a Personal Data Breach affecting Personal Data, providing Customer with sufficient information to allow Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Legislation. VTM shall co-operate with Customer and take such reasonable commercial steps as are directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

11. **Data Protection Impact Assessment.** VTM shall provide reasonable assistance to Customer with any data protection impact assessments.

12. **Cooperation with Data Protection Authorities.** VTM shall cooperate with any data protection authority as required by the Data Protection Legislation.

13. **Information and Audit Rights.** Upon the written request of Customer, VTM shall make available to Customer on request all reasonable information necessary to demonstrate compliance with this Addendum, and

shall allow for and contribute to audits, including inspections, by Customer or an auditory mandated by the Customer in relation to the processing of Personal Data by VTM or any sub-processor. Customer undertaking an audit shall give VTM reasonable notice of any audit or inspection to be conducted.

14. Deletion or return of Personal Data.

    a.   Upon termination of the Agreement, VTM shall promptly and in any event within 60 days delete and procure the deletion of all copies of Personal Data upon the written request of Customer.

    b.   Customer may by written notice to VTM within 60 days prior to the termination date of the Agreement require VTM to return a complete copy of all Personal Data to Customer by secure file transfer in such format as is reasonably notified by Customer to VTM and delete and procure deletion of all other copies of Personal Data within 60 days following termination of the Agreement.

    c.   Processor may retain Personal Data to the extent required by applicable laws.

    d.   VTM shall provide written certification to Customer that it and any sub-processor has fully complied with this section.

15. Reasonable Changes. Customer and VTM shall propose any other variations to this Addendum either party reasonably considers to be necessary to address the requirements of the Data Protection Legislation.

16. Data Processing Instructions. Schedule A sets out the scope, nature and purpose of processing by VTM, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, Personal Data) and categories of Data Subject.

ACCEPTED AND AGREED:

CUSTOMER

By:_____

Name: _____

Title: _____

VTM

By: _____

Name: _Lindsay Adamson_____

Title: _Director, Web Services_____

SCHEDULE A

Customer has contracted for VTM to process the personal data of Customer's members for professional purposes. None of the personal data VTM processes is sensitive personal data, i.e., medical, health, criminal, or behavioral information. VTM has restricted the personal data it collects to the minimum personal data required for VTM to fulfill this Agreement.

All personal data set forth below falls into the category of professional and professional contact personal data except for the following:

1. Name, which is identifying personal data.
2. LinkedIn and Twitter URL's which are social network personal data.
3. IP Address, is computer device personal data.

Set forth below is all the personal data VTM processes on behalf of Customer. Customer instructs VTM to maintain the following retention policy for each and affirms the procedure for any editing or deletion of any as set forth:

> The Customer site administrator has the ability to anonymize all personal data associated with a user as fully set forth below, except for the user's Optional Account Data, which the user can delete at any time. When a Customer site administrator delete's the user's account via their administrative login, the user's name and email (username) are replaced everywhere in the site with a custom User ID and the user's company. For example, if the site administrator requests that John Doe who works for Company XYZ be deleted, John Doe's name and email (username) will be replaced with User #20 XYZ everywhere on the site. This procedure allows the Customer to maintain its business records and maintain the functionality of the services provided by VTM.

Personal Data	Retention Policy and Procedures
Account Data: • Name • Company • Email (work) • Country (can select unspecified)	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
Optional Account Data: • Phone • Mailing Address • Job Title • LinkedIn URL • Twitter URL • Email Mailing Lists	This data is optional and may be edited and/or deleted at any time by the end-user via their profile. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
Cookies: • Keeps track of user activity during login session	The unique Session ID that's stored in the cookie is also stored on the Causeway server file system (on AWS) for a period of 3 hours and is then deleted.

Work Group • Member List • Name • Company • Email Address • Joined Workgroup Date • Status • Roles	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
Tasks • Description • Workgroup • Project • Assigned To • Assigned By • Created • Start Date • Reminder Date • Due Date • Priority • Status • Attachments • Closed By • Comments	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
Voting • Who Voted • Date Voted • Comments	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, this information is kept for the life of the Agreement between Customer and VTM.
Calendar • Track attendance by user • Track roster for meeting (name and company) • Track who requested the meeting	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, this information is kept for the life of the Agreement between Customer and VTM.
Wiki • Tracks who created and edited a page (Name, Date)	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
Discussions • Email Archives • Sender • Recipient List • Date	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.

Documents • Title • Date • Author • Company	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
News • Title • Author • Owning Workgroup • Status • Post At • Expires At	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, the information is kept for the life of the Agreement between Customer and VTM.
User Activity Log: • User • Date • Entry Type (Activity) • Resource (if applicable) • Sub-Resource (if applicable) • IP Address • Referring Page	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, this information is kept for the life of the Agreement between Customer and VTM.
Outgoing Email Log: • Recipient Address • Sender • Sent • Date Sent • Subject	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, this information is kept for the life of the Agreement between Customer and VTM.
Inactive User Log: • Full Name • Email Address • Company • Last Login • Status • Last Bounce • Bounce Count	The Customer site administrator has the ability to anonymize a user's this data as set forth above. Otherwise, this information is kept for the life of the Agreement between Customer and VTM.

Storage:

All Personal Data is stored on Amazon Web Services, and VTM has in place a written contract as required by Addendum Section 8(b).