



Standard Contractual Clauses Addendum

This ON24 Standard Contractual Clauses Addendum (this “SCC Addendum”) between Client (defined below) and ON24, Inc., a Delaware corporation with its principal office at 50 Beale St., 8th Floor, San Francisco, CA 94105, on behalf of itself and its Affiliates (“ON24”), effective as of July 16, 2020 (the “Effective Date”), is hereby incorporated into and forms a part of the ON24 Universal Terms and Conditions, and any Master Services Agreement, Data Protection Agreement or Addendum, Subscription Agreement, Services Agreement, Work Order, and any other written or electronic agreement between ON24 and Client related to Client’s purchase of Services and ON24’s provision of the same, and any amendments thereto (collectively, the “Agreement,” which also includes any amendments hereto). For the purposes of this SCC Addendum, “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity; “control” for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Now, therefore, as of the Effective Date, Client and ON24 hereby agree to amend the Agreement as follows:

1. Cross-border Transfers

The following text is added to the Agreement: “Client (for itself and its relevant Affiliates), as data exporter, and ON24 and its relevant Affiliates, each as a data importer, hereby execute the Standard Contractual Clauses attached hereto as Exhibit A (the “SCCs”). The SCCs shall apply to any personal data processed by ON24 on behalf of Client pursuant to the Agreement (“Client personal data” hereunder), and shall take effect (a) in the event such Client personal data is transferred to, by or between ON24 and its Affiliates or Subprocessors, and (b) to the extent such transfer would be prohibited by the applicable data protection laws of the European Economic Area, the United Kingdom, and Switzerland (as amended). The parties agree that the SCCs hereby replace ON24’s obligations pursuant to the EU-U.S. and Swiss-U.S. Privacy Shield frameworks, with respect to any Client personal data transferred to the United States. With respect to the Client Personal Data subject to Data Protection Laws other than the GDPR and data protection laws of the United Kingdom, in the Standard Contractual Clauses, the terms “Member State” and “State” are replaced throughout by the word “jurisdiction,” “supervisory authority” will mean the relevant data protection regulator or other government body with authority to enforce Data Protection Laws, and references to “applicable data protection laws” and “Directive 95/46/EC” shall be replaced with the “applicable Data Protection Laws” as defined herein.”

2. Standard Contractual Clauses

The Standard Contractual Clauses attached hereto as Exhibit A are hereby added to the Agreement.

3. Execution

To make this Addendum a part of the Agreement, Client must enter the Client-related information in the signature box below, have an authorized representative of Client sign this Addendum, and email it to ON24 at privacy@on24.com. This Addendum will be considered a legally binding addendum to the Agreement once it has been signed by both ON24 and an authorized representative of Client, and such fully executed version is emailed to ON24 at privacy@on24.com. This Addendum is not valid or enforceable where signed by a Client or other entity that is not a party to an unexpired, valid and enforceable Agreement directly with ON24.

4. Entire Agreement

Except as specifically set forth herein, the Agreement shall remain unmodified. All capitalized terms used in this Addendum shall have the same meaning ascribed to the terms in the Agreement unless otherwise specified. In the event of any conflict between the terms of this Addendum and the terms of the DPA, this Addendum will control.

Accepted by:

Client

Address

Date

Signature

Print Name of Person Signing

Accepted by:

ON24, Inc.
7/23/2020

Date

DocuSigned by:
Steven Vattuone

Sharat Sharan, CEO/ Steven Vattuone, CFO

Exhibit A
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:

Tel.:..... ; fax:; e-mail:

Other information needed to identify the organisation:

.....
(the data **exporter**)

And

Name of the data importing organisations:

(1) ON24, Inc.

Address: 50 Beale Street, Eighth Floor, San Francisco, CA 94105

Tel.:415-369-8000; fax: 415-369-8388; e-mail: legal@on24.com

Other information needed to identify the organisation: N/A

(2) ON24 UK Ltd.

Address: 6th Floor, 210 Pentonville Road, Kings Cross, London N1 9JY, United Kingdom

Tel.: +44 (0) 20 7062 7575 ; fax: N/A ; e-mail: legal@on24.com

Other information needed to identify the organisation: N/A
(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 data¹;
- (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

1. 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.
2. 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

¹ Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

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.

3. 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.
4. 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 importer²***

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;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (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

1. 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.
2. 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.

3. 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

1. 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.
2. 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

1. 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.

2. 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.
3. 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

1. 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 Clauses³. 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.
2. 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.
3. 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.
4. 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.

³ This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12

Obligation after the termination of personal data processing services

1. 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.
2. 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): _____

Position: _____

Address: _____

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): Steven Vattuone

Position: CFO

Address: 50 Beale Street, Eighth Floor, San Francisco, CA 94105

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

Signature  _____

(stamp of organisation)

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 activities relevant to the transfer):
Data exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and that have purchased Services and transfers personal data to data importer on the basis of the Agreement.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):
ON24 is a provider of webcasting and virtual environment services which involves the processing personal data provided by, and pursuant to the requests of, the data exporter in accordance with the terms of the Agreement.

Data subjects

The personal data transferred concern the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporters’ prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter’s Users authorized by data exporter to use the Services

Categories of data

The personal data transferred concern the following categories of data:

- identity;
- contact information (name, title, phone number, fax, email);
- Authentication information: computer device information (as listed above), interactive information (log details, links clicked, browsing behavior), password information;

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):
Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade- union membership, and the processing of data concerning health or sex life, Payment Information (e.g., bank account or other payment instrument details of corporate entities), or Credit rating.

Processing operations

The objective of Processing of Personal Data by data importer is the performance of the Services pursuant to the Agreement.

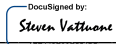
DATA EXPORTER

Name: _____

Authorised Signature _____

DATA IMPORTER

Name: Steven Vattuone

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):

1. Any Processing of Personal Data will take place on data processing systems for which commercially reasonable technical and organizational measures for protecting Personal Data have been implemented. ON24 will maintain reasonable and appropriate technical, physical, and administrative measures to protect Client Personal Data under its possession or control against unauthorized or unlawful Processing or accidental loss, destruction or damage, taking into account the harm that might result from unauthorized or unlawful processing or accidental loss, destruction or damage and the sensitivity of the Client Personal Data.
2. Security measures will be designed to:
 - (a) deny unauthorized persons access to data-processing equipment used for processing Personal Data (equipment access control);
 - (b) prevent the unauthorized reading, copying, modification or removal of media (data media control);
 - (c) prevent the unauthorized input of Personal Data and the unauthorized inspection, modification or deletion of stored Personal Data (storage control);
 - (d) prevent the use of automated data-processing systems by unauthorized persons using data communication equipment (user control);
 - (e) provide that persons authorized to use an automated data-processing system only have access to the Personal Data covered by their access authorization (data access control);
 - (f) enable ON24 to verify and establish to which individuals Client Personal Data have been or may be transmitted or made available using data communication equipment (communication control);
 - (g) enable identification of which Client Personal Data have been put into automated data-processing systems and when and by whom the input was made (input control);
 - (h) prevent the unauthorized reading, copying, modification or deletion of Client Personal Data during transfers of those data or during transportation of storage media (transport control);
 - (i) include commercially reasonable disaster recovery procedures to provide for the continuation of services under the Agreement and backup of Client Personal Data; and
 - (j) include appropriate technical security solutions are implemented and managed to protect the confidentiality, integrity and availability of Client Personal Data.
3. Where appropriate, data will be encrypted in transmission and at rest, using industry-standard cryptographic techniques and secure management of keys.
4. ON24 will take reasonable steps to ensure the reliability of its employees and other personnel having access to Client Personal Data, and will limit access to Client Personal Data to those Personnel who have a business need to have access to such Client Personal Data, and have received reasonable training regarding the handling of Personal Data and Data Protection Laws.
5. On request and subject to written confidentiality obligations, ON24 will provide the Company with access to its relevant data security policies and procedures