EXHIBIT A

ISACA SPONSORSHIP TERMS AND CONDITIONS

I. GENERAL TERMS

- a. <u>Sponsorship Period</u>. The term of this Agreement shall commence on the Effective Date and shall terminate on the Sponsorship End Date specified in the Agreement ("Sponsorship Period"), unless otherwise terminated as provided in this Agreement.
- b. <u>Fees</u>. ISACA shall submit an invoice to Sponsor for all **Sponsorship Fees**. Unless otherwise agreed in writing between the Parties, Sponsor shall pay ISACA all Sponsorship Fees within thirty days of the date of invoice. Sponsorship Fees due under this Agreement are exclusive of income tax, sales tax, excise tax, Value Added Tax, gross receipts tax, government fee or any other withholdings that may be imposed on ISACA, the amount of which shall be paid by the Sponsor to ISACA at the rate and in the manner prescribed by law.
- c. <u>Termination</u>. Either Party may terminate this Agreement immediately by written notice to the other Party: (a) if the other Party commits a non-remediable material breach; or (b) if the other Party fails to cure any remediable breach within thirty calendar days of being notified in writing of such breach. ISACA may terminate this Agreement for convenience at any time with thirty days written notice to Sponsor and a refund of all Sponsorship Fees. ISACA may terminate this Agreement where the Sponsor is reasonably believed to reside in an embargoed country or is subject to a trade restriction issued by the United States Government. In the event of termination, unless otherwise provided herein, each Party shall immediately cease all use of the other Party's trademarks and content, and shall immediately discontinue references in any manner to its relationship with the other Party.

d. Intellectual Property.

- 1. <u>Sponsor Trademark and Content License</u>. ISACA acknowledges Sponsor's exclusive right, title and interest in its copyrights, trade names, trademarks, trade dress, and other indicia of existence and intellectual property owned by Sponsor and any and all goodwill therein. Subject to the terms and conditions of this Agreement, Sponsor hereby grants to ISACA a worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free right and license to use Sponsor's trademarks ("Sponsor Trademarks"), as well as reproduce, distribute, perform, display and create derivative works from any materials, slides, or other items created by Sponsor ("Sponsor Content") in any media now known or hereinafter developed, solely for the purpose of providing the sponsorship benefits specified in the Agreement ("Sponsorship Benefits"). All rights and licenses of any kind in Sponsor Trademarks and Sponsor Content that are not expressly granted in this Agreement are exclusively reserved to Sponsor.
- 2. <u>Sponsor Indemnification</u>. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys' fees) suffered or incurred by ISACA as a result of any third party claims that the Sponsor Trademarks or Sponsor Content defames, libels, or causes damage to any person or entity or contravenes any law or regulation, or infringes the intellectual property or publicity rights, or other rights, of any third party, except to the extent that such claims arose from any material modification of the Sponsor Trademarks or Sponsor Content by ISACA.
- 3. ISACA Trademark and Content License. Sponsor acknowledges ISACA's exclusive right, title and interest in its copyrights, trade names, trademarks, trade dress, and other indicia of existence and intellectual property owned by ISACA and any and all goodwill therein. Subject to the terms and conditions of this Agreement, ISACA hereby grants to Sponsor a limited, worldwide, non-exclusive, non-transferrable, non-assignable, non-sublicensable right and license to use and display the ISACA trademarks listed in the Agreement ("ISACA Trademarks"), as well as any content provided by ISACA to Sponsor for use in exercising the Sponsorship Benefits or Sponsorship Activities ("ISACA Content"), for the sole purpose of performing the sponsorship activities specified in the Agreement ("Sponsorship Activities") during the Sponsorship Period. All use of the ISACA Trademarks shall be subject to the ISACA Trademark Use Guidelines attached hereto as Annex 1. All rights and licenses of any kind in ISACA. All use of any ISACA Trademarks shall insure solely to the benefit of ISACA and shall not create any right title or interest therein in Sponsor's favor. Sponsor shall take such action as ISACA, in ISACA's reasonable discretion, deems necessary to enforce ISACA's rights in the ISACA Trademarks and ISACA Content, including without limitation executing and delivering such instruments and documents and providing such information as ISACA might request.
- 4. <u>Approval</u>. ISACA shall have a right of approval over Sponsor's use of the ISACA Trademarks, including but not limited to its use in any advertising, promotional, marketing or related materials, in all media now known or hereafter devised as permitted by this Agreement (collectively the "**Marketing Materials**"). Sponsor will give ISACA an opportunity to review Marketing Materials that it prepares prior to their dissemination to the public. Unless

otherwise agreed in writing, ISACA shall have ten business days from the date and time of receipt to review and submit written approval, which shall not be unreasonably withheld, of all Marketing Materials. If ISACA fails to submit written approval or rejection of Marketing Materials within ten business days, such Marketing Materials shall be deemed rejected. A fax or an email shall be deemed a "writing" for the purposes of any written approval required hereunder and shall be deemed submitted as of the time it is received.

- e. <u>Non-Disparagement</u>. The Parties agree to refrain from making or publishing any statements, claims, allegations or assertions which they believe have or may reasonably be expected to have the effect of demeaning the name or reputation of the other Party and each Party shall cause its employees, officers, directors, agents or advisors to be similarly bound when serving in such capacity, provided that nothing herein shall preclude either Party or any other person from fulfilling any duty or obligation that he, she or it may have at law, from responding to any subpoena or official inquiry from any court or government agency, including providing truthful testimony, documents subpoenaed or requested or otherwise cooperating in good faith with any proceeding or investigation, or from taking any reasonable actions to enforce such Party's rights under this Agreement.
- f. <u>Confidential Information</u>. "Confidential Information" means information that one Party discloses to the other Party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient lawfully receives without restriction, that becomes public through no fault of the recipient, or that was independently developed by the recipient. Neither Party will disclose the terms of this Agreement to any third party unless specifically authorized by the other Party in writing. The recipient will not disclose the Confidential Information, except to affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information of this Agreement, recipient will, upon written direction of the discloser, return or destroy such Party's Confidential Information. The Parties' duty to protect Confidential Information hereunder shall survive any expiration or termination of this Agreement, and shall extend for a period of three years from the date of disclosure of the Confidential Information.
- g. **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, ISACA DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY OF NON-INFRINGEMENT.
- h. <u>LIMITATION OF LIABILITY</u>. IN NO EVENT SHALL ISACA, ANY OF ITS AFFILIATES, OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, OR ANY THIRD-PARTY LICENSORS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY, FOR ANY LOST PROFITS, LOSS OF DATA, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SPONSOR EXPRESSLY UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL ISACA OR ITS LICENSORS BE LIABLE TO ANYONE ON ACCOUNT OF USE OR MISUSE OF OR RELIANCE ON ANY MATERIALS PROVIDED BY ISACA. ISACA'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, WILL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY SPONSOR TO ISACA UNDER THIS AGREEMENT.
- i. **Sponsor Representations and Warranties**. Sponsor represents and warrants that:
 - 1. Sponsor has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
 - 2. Sponsor's execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or other action (as applicable), and, to its knowledge, does not and will not materially conflict with, violate, result in a breach or default of, or otherwise materially adversely affect, any rights of any third person or entity, whether now existing or hereafter arising or occurring.
 - 3. Sponsor shall comply with all applicable laws, rules, regulations and guidelines in performing any obligations under this Agreement and otherwise in any actions Sponsor makes in connection with this Agreement.
 - 4. This Agreement is a legal, valid and binding obligation, enforceable against Sponsor in accordance with its terms.
 - 5. No litigation is pending and, to Sponsor's knowledge, no threatened claims or litigation exist which would reasonably be expected to materially adversely affect Sponsor's ability to fully perform its obligations hereunder.
 - 6. Sponsor Trademarks and Sponsor Content do not and shall not infringe or misappropriate any third party intellectual property or publicity rights, and shall not be defamatory or libelous to any third party.
 - 7. Sponsor has paid all license fees and other fees required to be paid to third parties in relation to Sponsor Trademarks and

Sponsor Content.

j. Miscellaneous:

- 1. <u>Governing Law and Exclusive Jurisdiction</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regards to conflicts of law principles. All disputes arising out of this Agreement shall be resolved by the federal, state and local courts in Cook County, Illinois USA.
- 2. <u>Severability</u>. If any provision of this Agreement is held invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- 4. <u>No Agency</u>. The Parties shall be deemed to be independent parties acting in their own best interest. This Agreement does not constitute and shall not be construed as constituting a partnership, employer/employee or principal/agent relationship nor joint venture between Sponsor and ISACA. Sponsor shall not have any right to obligate or bind ISACA in any manner whatsoever. All persons furnished, used, retained or hired by or on behalf of Sponsor shall be considered to be solely the employees or agents of Sponsor, and Sponsor shall be responsible for the payment of any and all unemployment, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.
- 5. <u>Press Releases</u>. No Party hereunder may issue any press release concerning this Agreement or the terms hereunder without the prior consent of the other Party.
- 6. <u>Assignment</u>. The Parties may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily, by change of control or by operation of law, any rights or obligations under this Agreement, without the prior written consent of the other Party, except if a Party sells all or substantially all of its assets or ownership interests to a third party.
- 7. <u>No Presumption Against Drafter</u>. The Parties hereto agree that each Party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 8. <u>Waiver</u>. No Party hereto shall be deemed to have waived a right, power, or privilege provided for hereunder, unless such waiver is made in writing, and signed by the Party against whom such waiver is sought.
- 9. <u>Force Majeure</u>. Neither Party shall be liable for any delay or failure to perform any obligation hereunder caused by circumstances beyond its reasonable control including without limitation, fire, flood, disease, storm, accident, strike, lockout or other labor difficulties, riots, acts of God, interference by civil or military authorizes, orders, regulations or direction by public authority ("Force Majeure Event") for such a period of time as such event continues, provided that the Party prevented from performing uses all reasonable efforts to perform such obligation once such event has ceased. If such Force Majeure Event continues for more than thirty days, the performing Party will have the right to terminate this Agreement upon notice to the non-performing Party. ISACA reserves the right, in its sole and absolute discretion, to cancel or reschedule any Podcast, Virtual Event, or Conference due to a Force Majeure Event, upon written notice to Sponsor, in which case all Sponsorship Fees paid to ISACA shall be either refunded or converted to equal credit for future sponsorship opportunities.
- <u>Surviva</u>l. The Parties obligations under Sections of this Agreement titled "Sponsor Trademark and Content", "Sponsor Indemnification", "Non-Disparagement", "Confidentiality", "Disclaimer", "Limitation of Liability", "Miscellaneous", "Lead Data" and "Podcast Content Ownership and Assignment" shall survive the termination or expiration of this Agreement.
- 11. <u>Entire Agreement</u>. This Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into this Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in this Agreement.
- II. ADDITIONAL SPONSORSHIP TERMS FOR PODCASTS, VIRTUAL EVENTS, BLOGS, AND WEBINARS (Terms only apply to Podcast, Virtual Event, and Webinar Sponsorship Agreements)
 - a. Sponsorship Obligations.
 - 1. Unless otherwise agreed between the Parties, Sponsor shall provide the Sponsor Trademarks, the name, job title, organization name, professional biography, and photograph of speakers ("Speaker Details") to ISACA in electronic form in requirements to be specified by ISACA as soon as practicable after acceptance of this Agreement but in any event no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.
 - 2. Unless otherwise agreed between the Parties, Sponsor will provide a link and .PDF copy of its privacy policy and contact information for its privacy officer or equivalent position to ISACA no later than twenty-five business days

prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.

- 3. Sponsor will provide ISACA with a **Speaker Release Agreement** executed by the Sponsor's speaker(s) no later than twenty-five business days prior to the Webinar Date or Virtual Event Date, and no later than three business days prior to the Intended Podcast or Blog Publication Date.
- 4. Speaker(s) will be a subject matter expert on the topic of the Webinar, Virtual Event, Blog, or Podcast.
- 5. For Webinars and Virtual Events, no more than three slides within Sponsor's Content may be devoted to Sponsor's products or services. Unless otherwise agreed between the Parties, Sponsor shall provide all slides, materials, and polling questions to accompany the Speaker's presentation, and any other applicable Sponsor Content, to ISACA in a format specified by ISACA (specifically slides branded by ISACA shall be used by Sponsor) no later than ten business days prior to the Webinar Date or Virtual Event, and no later than three business days prior to the Intended Podcast or Blog Publication Date.
- 6. Sponsor acknowledges that ISACA, at its sole discretion, may decline to display, publish or link to any Sponsor Content. For Webinars and Virtual Events, polling questions provided by the Sponsor shall be germane to the topic of the Webinar or Virtual Event and shall not ask for any personally identifiable information.
- b. <u>ISACA Obligations</u>. If applicable as a Sponsorship Benefit, within five business days after completion or publication of the Webinar, Virtual Event, or Podcast, where permitted by applicable law, ISACA will provide to Sponsor data corresponding to Webinar, Virtual Event, or Podcast registrants, which will include the following categories of data to the extent provided by a registrant: first and last name, email address, phone number, state, country, company, title, organization size, industry, level of purchasing authority, and years of experience.

c. Lead Data.

- 1. In relation to its processing and use of Lead Data, Sponsor shall comply with all applicable laws, rules, regulations, governmental opinions and orders, and self-regulatory programs ("Data Protection Laws"), including without limitation the CAN- SPAM Act; the Telephone Consumer Protection Act (47 U.S.C. §227) and associated implementing regulations (47 C.F.R. § 64.1200), including all regulatory guidance issued by the Federal Communications Commission; the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. § 6101) and associated implementing regulations under the FTC's Telemarketing Sales Rule (16 CFR Part 310); state and local telemarketing and telephone solicitation laws, rules, regulations; the EU General Data Protection Regulation (EU/2016/679) ("EU GDPR"), and any related national laws, regulations and secondary legislation, the national laws and regulations implementing Directive 2002/58/EC ("ePrivacy Directive"), the UK Data Protection Act of 2018, the UK General Data Protection Regulations (PECR).
- 2. To the extent permissible under the applicable law, Sponsor may only use the Lead Data to send communications regarding the products and/or services of the Sponsor ("Marketing") via email ("Marketing Email") or via post mailings ("Marketing Mail"), providing such Marketing is sent in accordance with these Terms, the Event Roster Policy (attached hereto as Annex 5), and Sponsor's then-current Privacy Policy. All Marketing Email and Marketing Mail must be sent in compliance with the applicable law(s), and shall include a clear, conspicuous and simple mechanism for recipients to opt-out of receiving future mailings from Sponsor. Sponsor shall not classify registrants as customers, unless the Sponsor has received the registrants' Lead Data from a source outside of ISACA. Where a registrant opts-out of receiving Marketing eMail and/or Marketing Mail, Sponsor agrees to stop using and collecting the registrant's Lead Data and to delete it, unless retention of the Lead Data is required by law.
- 3. Sponsor shall not share the Lead Data with any third parties unless expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government request, and shall take commercially reasonable technical, organizational and security measures to protect the Lead Data.
- 4. Premium level sponsors (Bronze level and above), may use pre-conference and post-conference Lead Data for a one-time email or direct mail contact, to the extent permissible under the applicable law. Premium level sponsors may also be provided with attendee phone numbers, to the extent provided by the registrant, which may be used for a one-time contact, to the extent permissible under the applicable law. Sponsor is required to enable a conference attendee to opt-out of receiving Marketing Mail at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any Marketing Mail and the Sponsor's privacy policy, and must be easy to request.
- 5. To the extent that Sponsor's processing and use of Lead Data involves (1) where the EU GDPR applies, transferring Lead Data collected from data subjects while they are located in the EEA ("EEA Lead Data") either directly or via onward transfer to a country that has not been issued an adequacy determination by the European Commission; (b) where the UK GDPR applies, transferring, either directly or via onward transfer, Lead Data collected from data subjects while they are located in the United Kingdom ("UK Lead Data") to or within any other country which is not subject based on adequacy regulations under Section 17A of the United Kingdom Data Protection Act 2018; and (3)

where the Swiss Federal Act on Data Protection of June 19, 1992 ("Swiss DPA") applies, transferring either directly or via onward transfer, Lead Data collected from data subjects while they are located in Switzerland ("Swiss Lead Data") to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (collectively, "Restricted Transfer"), the terms set forth in Annex 2 (Cross-Border Transfer Mechanism) will apply. In the event of any conflict or inconsistency exists between this Agreement and the terms set forth in Annex 2, in relation to EEA, Swiss or UK Lead Data, the terms in Annex 2 shall apply.

- 6. Insofar as the Agreement involves the transfer of Lead Data from any jurisdiction where Data Protection Law requires that additional steps, or safeguards, be imposed before the data can be transferred to a second jurisdiction, Sponsor agrees to cooperate with ISACA to take appropriate steps to comply with Data Protection Laws.
- 7. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys' fees) suffered or incurred by ISACA as a result of any third- party claims relating to Sponsor's use of Lead Data in violation of this Agreement.
- d. <u>Sponsor Insurance</u>. Sponsor shall, throughout the Sponsorship Period and for two (2) years thereafter, maintain in full force and effect at its own expense Network Security or Privacy Liability insurance with a minimum of Five Million Dollars (\$5,000,000) per claim. This insurance shall cover liability for financial loss arising from: (a) breaches of security; (b) breach of federal, state, or foreign data security or privacy laws or regulations; (c) data theft, damage, destruction, or corruption; (d) identity theft or other unauthorized access or use, or theft of personally identifiable information or Confidential Information; (f) transmission of a computer virus or other type of harmful code; or (e) participation in a denial of service attack on a third party. Such insurance must address loss caused by any Sponsor personnel, whether or not in the scope of employment or agency. ISACA shall be named as an additional insured under such policy or policies. On ISACA's request, Sponsor shall provide ISACA with a certificate from the insurer confirming the existence of the aforesaid insurance, which certificate will provide that the insurer will not terminate, cancel or materially modify such insurance coverage without thirty days' prior written notice to ISACA.
- e. <u>Podcast Disclaimer</u>. The Parties agree that the following Disclaimer will be reproduced on the Sponsor Content. THIS PODCAST IS PROVIDED "AS IS" AND "WITH ALL FAULTS." NEITHER ISACA OR SPONSOR MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR PERFORMANCE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. FURTHER, IN NO EVENT SHALL ISACA OR ITS SUBSIDIARIES, PARENTS AND AFFILIATES, AND THE OWNERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH BE LIABLE OR RESPONSIBLE TO ANY THIRD PARTY WITH RESPECT TO THIS PODCAST.
- Podcast Content Ownership and Assignment. In the event that ISACA creates content, assembles, coordinates or f. facilitates the creation of content, for the Podcast (the "Podcast Content"), as between the Parties, ISACA shall own all right, title and interest, including but not limited to the copyright in and to the Podcast Content, which shall be considered ISACA Content under this Agreement. Sponsor hereby irrevocably assigns to ISACA all copyright ownership and interest in any jointly created Podcast Content. Furthermore, Sponsor acknowledges and agrees that all Podcast Content was created on behalf of ISACA and Sponsor hereby irrevocably assigns to ISACA all right, title and interest to the Podcast Content, including all copyright and trademark ownership and interest, all moral rights associated with the creation of the Podcast Content, and any other intellectual property or other rights associated with the Podcast Content. This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute copies, publicly display, adapt, prepare derivative works, make, use, sell or otherwise make use of the Podcast Content throughout the world in any form or medium now or hereinafter known or devised. Sponsor hereby waives in favor of ISACA, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Sponsor may now or later have to the Podcast Content. Except as otherwise provided under this Agreement, no rights in the Podcast Content, including without limitation any copyright, trademark, or other intellectual property rights in the Podcast Content, shall be retained by Sponsor, nor shall there be any reversion of those rights to Sponsor in the future. To the extent that the Podcast Content contains any Sponsor Trademarks, Sponsor hereby grants to ISACA a worldwide, non-exclusive, royalty-free, perpetual and irrevocable right and license to use Sponsor Trademarks solely as contained within the Podcast Content.

III. ADDITIONAL WHITE PAPER SPONSORSHIP TERMS (Terms only apply to White Paper Sponsorship Agreements)

a. Sponsorship Obligations.

1. Unless otherwise agreed between the Parties, Sponsor shall provide the Sponsor Trademarks and Sponsor's contact information for publication on the White Paper, to ISACA in electronic form in requirements to be specified by ISACA as soon as practicable after acceptance of this Agreement but in any event no later than twenty-five business days prior to the **Intended White Paper Publication Date**, and no later than three business days prior to the **Intended**

White Paper Publication Date.

- 2. Unless otherwise agreed between the Parties, Sponsor will provide a link and .PDF copy of its privacy policy and contact information for its privacy officer or equivalent position to ISACA no later than twenty-five business days prior to the Intended White Paper Publication Date, and no later than three business days prior to the Intended White Paper Publication Date.
- b. White Paper Content Ownership and Assignment. ISACA will create content, assemble, coordinate or facilitates the creation of content, for the White Paper (the "White Paper Content"), and, as between the Parties, ISACA shall own all right, title and interest, including but not limited to the copyright in and to the White Paper Content, which shall be considered ISACA Content under this Agreement. Sponsor hereby irrevocably assigns to ISACA all copyright ownership and interest in any jointly created White Paper Content. Furthermore, Sponsor acknowledges and agrees that all White Paper Content was created on behalf of ISACA and Sponsor hereby irrevocably assigns to ISACA all right, title and interest to the White Paper Content, including all copyright and trademark ownership and interest, all moral rights associated with the creation of the White Paper Content, and any other intellectual property or other rights associated with the White Paper Content. This exclusive grant of rights shall include, but is not limited to, the rights to reproduce, distribute copies, publicly display, adapt, prepare derivative works, make, use, sell or otherwise make use of the White Paper Content throughout the world in any form or medium now or hereinafter known or devised. Sponsor hereby waives in favor of ISACA, all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that Sponsor may now or later have to the White Paper Content. Except as otherwise provided under this Agreement, no rights in the White Paper Content, including without limitation any copyright, trademark, or other intellectual property rights in the White Paper Content, shall be retained by Sponsor, nor shall there be any reversion of those rights to Sponsor in the future. To the extent that the White Paper Content contains any Sponsor Trademarks, Sponsor hereby grants to ISACA a worldwide, non-exclusive, royalty-free, perpetual and irrevocable right and license to use Sponsor Trademarks solely as contained within the White Paper Content.
- IV. ADDITIONAL CONFERENCE SPONSORSHIP AND EXHIBIT TERMS (Terms only apply to Conference Sponsorship Agreements)
 - a. <u>Payment and Cancellation</u>. Unless otherwise agreed in writing between the Parties, fifty percent of the Sponsorship Fee for any event or exhibit will be invoiced upon acceptance of the Agreement. Sponsor shall pay ISACA all invoices within thirty days of the date of invoice. The balance of the Sponsorship Fee for any event or exhibit is due thirty days prior to the commencement of the **Conference**. If the Agreement is executed less than thirty days prior to the Conference, then the entire amount shall be paid upon execution of this Agreement. Sponsors cancelling after thirty days prior to the Conference start date will not receive any refund. ISACA reserves the right to require payment from a sponsor for all past due amounts owing to the ISACA prior to the Conference and may cancel the Agreement. ISACA reserves the right, in its sole discretion, to refuse or revoke acceptance of any agreement at any time, including onsite at the Conference.
 - b. **Space Assignments**. Exhibit space will be assigned by ISACA on a first-come, first-served basis per sponsorship level. ISACA shall use its best efforts to locate the exhibit space in one of the locations designated by Sponsor on this Agreement, and to provide physical proximity to or separation from spaces of other specified sponsors, as requested on this Agreement. Notwithstanding the above, ISACA reserves the right to assign exhibit spaces so as to best meet the needs of all sponsors and the Conference and to change location assignments at any time, as it may in its sole discretion deem necessary. ISACA also reserves the right to alter the location of spaces shown on the official floor plans as it deems advisable.
 - c. <u>Protection of Premises</u>. Sponsor hereby acknowledges and agrees to adhere to and be bound by (a) all applicable fire, utility, and building codes; (b) all applicable rules, regulations and policies of the Venue; and (c) reasonable instructions and directions from ISACA. All decorative materials used by Sponsors must be flame retardant. Sponsor shall leave the exhibit space in the same condition as it was when Sponsor entered upon the premises and shall not cause or permit others to cause any damage or disruption to the space or the facility.
 - d. <u>Exhibit Construction</u>. Exhibits cannot be constructed or otherwise set up unless Sponsor has paid the Sponsorship Fee, or Sponsorship Fee payment is already in process. Exhibits must not obstruct the view or interfere with the displays of neighboring exhibits. All exposed areas of the exhibit must be finished surfaces, including back and sides. Any part of the exhibit that requires some finished surface two hours before the show opening will be draped at the expense of the Sponsor. ISACA will decide whether such drape is needed. ISACA retains sole discretion and authority in the placement, arrangement, and appearance of all displays.
 - e. <u>Maintenance</u>. ISACA will provide for sweeping and cleaning the aisles of the exhibit area once daily. However, Sponsors must, at their own expense, keep their space cleaned and in good order at all times. Any coverings of exhibits must be removed before opening hours of each show day.
 - f. <u>Storage of Packing Crates and Boxes</u>. Sponsors will not be permitted to store packing crates and/or boxes within their exhibit space during show hours. If the size of packing crates and/or boxes permit, they must be stored under fully draped

tables within Sponsor's space. If items cannot be stored as described, these items must be properly marked and will be stored and returned to the booth by service contractors at the expense of the Sponsor. It is the Sponsor's sole responsibility to mark and identify his/her crates as soon as they are empty or otherwise ready for removal to facilitate the final preparation of the Conference for opening. Crates not properly marked or identified may be lost or destroyed. Storage and/ or safekeeping of Sponsor's crates and boxes are not the responsibility of ISACA, Venue, or any representative thereof.

- g. **Exhibit Hall Hours**. ISACA reserves the right to set and limit the hours of the exposition, which shall be noted in the official program of the Conference.
- h. Installation and Removal of Exhibits. Sponsor may set up exhibit for the Conference at the designated hours on the day preceding the Conference. If Sponsor fails to completely set up its exhibit at the designated hours, Sponsor will be denied access to the exhibit area for all purposes during the initial day of the Conference. Thereafter, access to the exhibit area will be granted to Sponsor at the sole discretion of ISACA. Dismantling of exhibits may not commence prior to the designated time on the final day of the exhibition. Where dismantling of Exhibits is initiated prior to the appointed time, ISACA may charge an additional USD \$500 to the Sponsor. Such amount will be due thirty days after invoiced by ISACA. All materials and equipment used in connection with the exhibit must be completely packed and ready for removal or shipment on the final day of the exhibition at the designated time, unless the Venue grants permission for longer storage or special handling.
- i. <u>Exhibit Regulations</u>. Sponsor shall use its exhibit space for the sole purpose of describing and demonstrating its products and services. Each display area assigned to Sponsor must be staffed by an employee or representative of the exhibiting company at all times during exhibit hours. Exhibits and/or Sponsors which, in the sole judgment of ISACA, produce excessive noise or otherwise are offensive or in poor taste shall not be permitted. All aisle space is under the exclusive control of ISACA and shall not be used for the purpose of exhibits or demonstrations. Sponsor shall distribute literature regarding its products and services only from within its assigned display area(s). No exhibits, advertising, or other promotional materials are permitted beyond the perimeter of the booth. ISACA reserves the absolute right to remove, relocate, or restrict any objectionable exhibits, persons, advertisements, or any features which detract from the decorum of the Conference. No attachments of any kind may be made to the walls or booth without prior written permission from ISACA and Venue. Should the Venue provide additional booth regulations, the Sponsor will abide by those regulations. If Sponsor's display is restricted in any way or removed from the Conference facility for any reason by ISACA or Venue pursuant to this Section, all payments by Sponsor in connection with the exhibit shall be forfeited to ISACA.
- j. <u>Authorized Representative</u>. Exhibit booth personnel shall be restricted to owners, full-time employees of exhibiting companies, or other authorized representatives of Sponsor that are approved by ISACA who are actually staffing the exhibit booth during the published move-in, show hours, and/or move-out hours. Each exhibiting company shall provide ISACA in advance with the name and title of the person(s) who will be in attendance at the exposition and will be designated responsible for installation, operation, and removal of the exhibit. These representatives shall be authorized to enter into such service contracts as necessary, for which Sponsor shall be responsible. Sponsor personnel shall wear proper badge identification, as provided by ISACA, prominently displayed, plus have corporate identification available for viewing by ISACA, Conference security, or any official contractor of ISACA, at all times. Unless otherwise agreed in writing between the Parties, each display booth will be entitled up to three complimentary expo hall badges for use by Sponsor's personnel. Additional expo hall badges are available at a cost of USD \$300 per badge.
- k. <u>Security</u>. ISACA will not be responsible for the loss of any of Sponsor's property or materials by or for any cause. Sponsors must make provisions for safeguarding their goods, materials, equipment, and display at all times, and Sponsors are urged to carry their own insurance through their own sources at their own expense. No package may be removed from the exhibit hall during the show without a written pass supplied by ISACA and supported by proper credentials. All packages, cases, etc., are subject to examination before removal.
- I. <u>Assignment and Sublease</u>. Sponsor may not assign, sublet, or share the whole or any part of the space allotted without the prior written consent of ISACA. Sponsor may not display goods other than those manufactured or handled by that Sponsor in the regular course of business or which are required to demonstrate or utilize Sponsor's products or Services. Only the signage of the company whose name appears on this Agreement may be placed on the booth or appear on any printed list of Sponsors. No company not assigned space in the exhibition hall will be permitted to solicit business in any manner within the exhibit hall.
- m. <u>Failure to Open Exhibit</u>. In the event that the premises of the Venue are destroyed or damaged, or the Conference fails to take place as scheduled or is interrupted and/or discontinued, or access to the premises is prevented or interfered with by reason of any strike, lockout, injunction, act of war, act of God, terrorism, emergency declared by any government agency, or for any other reason, this contract may be terminated by ISACA. In the event of such termination, Sponsor waives any and all claims for damages and agrees that the sole liability of ISACA shall be to return Sponsor's space fee, less Sponsor's

pro rata share of all costs and expenses incurred and committed by ISACA.

- n. <u>No Endorsement</u>. This Agreement confers only a limited license by ISACA to Sponsor to use one or more exhibit space(s) to be assigned by ISACA for exhibition purposes at the Conference. It does not, and shall not be construed, interpreted, or described in any way to, constitute an approval, endorsement, or recommendation of Sponsor or its products or services, or in any manner to create an agency relationship between ISACA and Sponsor.
- Licenses, Permits and Insurance. ISACA's sole responsibility and obligation under this Agreement is to permit Sponsor to о. use the assigned exhibit space for the purposes and under the terms and conditions described herein. The exhibit, and its installation, maintenance, and breakdown shall be solely the responsibility of Sponsor. Sponsor warrants that it shall, at its own expense, obtain any and all necessary or appropriate licenses, permits, and insurance required for the installation, maintenance, and breakdown of its exhibit(s) and for any of Sponsor's employees or agents associated with the exhibit(s), and that it shall pay all taxes, fees, and costs incident thereto. Sponsor and its third-party representative shall be fully responsible for any and all damages to property owned by Venue which results from any act or omission of Sponsor and/or its third-party representative. Sponsor and its third-party representatives shall be solely responsible for damage to their own property while on the premises. ISACA and Venue shall not be liable for any damage to such property. In addition, Sponsor shall, throughout the Sponsorship Period, maintain in full force and effect at its own expense worker's compensation insurance with statutory limits of coverage, employer's liability insurance, and comprehensive general liability insurance with broad form endorsement, with combined single limits of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate providing coverage for operations and contractual liability with respect to liability assumed by Sponsor hereunder and ISACA shall be named as an additional insured under such policy or policies. On ISACA's request, Sponsor shall provide ISACA with a certificate from the insurer confirming the existence of the aforesaid insurance, which certificate will provide that the insurer will not terminate, cancel or materially modify such insurance coverage without thirty days' prior written notice to ISACA.
- p. <u>Sponsor Exhibit Indemnification</u>. Sponsor assumes entire responsibility and hereby agrees to protect, indemnify, defend and hold harmless ISACA and the Venue and their respective officers, directors, members, employees, and agents against all claims, losses, and damages to persons or property, governmental charges or fines, and attorneys' fees arising out of or caused by Sponsor's installation, removal, maintenance, occupancy or use of the exhibition premises or a part thereof, excluding any such liability caused by the sole negligence of ISACA or the Venue. In addition, Sponsor acknowledges that neither the ISACA or the Venue maintains insurance covering Sponsor's property and that it is the sole responsibility of the Sponsor to obtain business interruption and property damage insurance covering such losses by Sponsor. Sponsor shall be fully responsible to pay for any and all damages to property owned by ISACA or the Venue, its owners or managers which results from any act or omission of Sponsor.
- q. <u>Sponsor Meetings and Social Events</u>. In the interest of the success of the Conference, Sponsor agrees not to extend invitations, call meetings, or otherwise invite or encourage the absence of attendees from the Conference area during the official hours of the Conference. Sponsor's hospitality events shall not conflict with Conference educational sessions, events and receptions.
- r. **Photographs and Recordings**. Photographs and other recordings taken by ISACA or ISACA's contractors during the Conference may be used by ISACA for promotion and publicity purposes in any and all media without time or territorial limitation.
- s. Lead Data.
 - 1. In relation to its processing and use of Lead Data, Sponsor shall comply with all applicable laws, rules, regulations, governmental opinions and orders, and self-regulatory programs ("Data Protection Laws"), including without limitation the CAN- SPAM Act; the Telephone Consumer Protection Act (47 U.S.C. §227) and associated implementing regulations (47 C.F.R. § 64.1200), including all regulatory guidance issued by the Federal Communications Commission; the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C. § 6101) and associated implementing regulations under the FTC's Telemarketing Sales Rule (16 CFR Part 310); state and local telemarketing and telephone solicitation laws, rules, regulations, the General Data Protection Regulation ((EU/2016/679)) ("EU GDPR"), and any related national laws, regulations and secondary legislation, the national laws and regulations implementing Directive 2002/58/EC ("ePrivacy Directive"), and the UK Data Protection Act of 2018 and the UK General Data Protection Regulation ("UK GDPR").
 - 2. To the extent permitted under the applicable law, Sponsor may use the Lead Data to send communications regarding the products and/or services of the Sponsor ("Marketing") via email ("Marketing Email") or via post mailings ("Marketing Mail"), providing such Marketing is sent in accordance with these Terms, the Event Roster Policy (attached hereto as Annex 5), and Sponsor's then-current Privacy Policy. All Marketing Email and Marketing Mail shall comply with applicable law, and include a clear, conspicuous and simple mechanism for recipients to opt-out of receiving future mailings from Sponsor, and shall comply with the applicable Data Protection Laws. Sponsor shall not classify registrants as customers, unless the Sponsor has received the registrants' Lead Data from a source outside of ISACA. Where a registrant opts-out of receiving Marketing eMail and/or Marketing Mail, Sponsor agrees to stop using and collecting the registrant's Lead Data and to delete it, unless retention of the Lead Data is required by law.

- 3. Sponsor shall not share the Lead Data with any third parties unless expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government request, and shall take commercially reasonable technical, organizational and security measures to protect the Lead Data.
- 4. To the extent permissible under the applicable law, premium level sponsors (Bronze level and above), may use preconference and post-conference Lead Data for a one-time email or direct mail contact,. Premium level sponsors may also be provided with attendee phone numbers, to the extent provided by the registrant, which may be used for a one- time contact, to the extent permissible under the applicable law. Sponsor is required to enable a conference attendee to opt-out of receiving Marketing Mail at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any Marketing Mail and the Sponsor's privacy policy, and must be easy to request.
- 5. To the extent that Sponsor's processing and use of Lead Data involves (1) where the EU GDPR applies, transferring Lead Data collected from data subjects while they are located in the EEA ("EEA Lead Data") either directly or via onward transfer to a country that has not been issued an adequacy determination by the European Commission; (b) where the UK GDPR applies, transferring, either directly or via onward transfer, Lead Data collected from data subjects while they are located in the United Kingdom ("UK Lead Data") to or within any other country which is not subject based on adequacy regulations under Section 17A of the United Kingdom Data Protection Act 2018; and (3) where the Swiss Federal Act on Data Protection of June 19, 1992 ("Swiss DPA") applies, transferring either directly or via onward transfer, Lead Data collected from data subjects while they are located in Switzerland ("Swiss Lead Data") to a country outside of Switzerland which is not included on the list of adequate jurisdictions published by the Swiss Federal Data Protection and Information Commissioner (collectively, "Restricted Transfer"), the terms set forth in Annex 2 (Cross-Border Transfer Mechanism) will apply. In the event of any conflict or inconsistency exists between this Agreement and the terms set forth in Annex 2, in relation EEA, Swiss or UK Lead Data, the terms in Annex 2 shall apply.
- 6. Insofar as the Agreement involves the transfer of Lead Data from any jurisdiction where Data Protection Law requires that additional steps, or safeguards, be imposed before the data can be transferred to a second jurisdiction, Sponsor agrees to cooperate with ISACA to take appropriate steps to comply with Data Protection Laws.
- 7. Sponsor shall indemnify, defend and hold harmless ISACA against any loss or damage (including reasonable attorneys' fees) suffered or incurred by ISACA as a result of any third- party claims relating to Sponsor's use of Lead Data in violation of this Agreement.

ANNEX 1 ISACA TRADEMARK USE GUIDELINES

ISACA is willing to grant use of the ISACA Trademarks for the purpose of this Agreement subject to the following limitations ("Trademark Use Guidelines"). The following Trademark Use Guidelines govern the use of ISACA Trademarks licensed to any Party. Please contact <u>ipinfo@isaca.org</u> or <u>contracts@isaca.org</u> for inquiries on use of the ISACA Trademarks. Your ability to use the ISACA Trademarks may be revoked at will by ISACA and will in any case be revoked at the termination or end of the Agreement.

- 1. Acceptable Uses.
 - a. All ISACA Trademark uses are subject to the specific terms of any active agreement whereby ISACA has granted use of the ISACA Trademarks.
 - b. The ISACA Trademarks may be used by authorized licensees solely in connection with the Sponsorship Activities.
- 2. **Required with Use**. The ISACA Trademarks that are designs or logos may only be used where ISACA provides a graphic file to the licensee. Where any ISACA Trademark is used, you must include the following verbiage: "[Insert Applicable Trademark] is a trademark of the Information Systems Audit and Control Association, Inc. ("ISACA"), registered in the United States and other countries. <u>www.isaca.org</u>"
- 3. **Required Branding for Source of Services or Sale of Goods**. Licensees must always indicate in all marketing materials that it is the entity reselling or providing services pursuant to a license issued by ISACA.
- 4. **ISACA Trademark that Corresponds to Appropriate Training or Services**. Licensees that are authorized to offer specific goods or services in connection with the ISACA Trademarks may only use the ISACA Trademarks applicable to the specific goods or services that the licensees are authorized to offer. All offerings for any ISACA products must indicate that the product source is ISACA. ISACA products may not be branded or rebranded with the trademarks of any other company. ISACA PRODUCTS MAY NOT BE BRANDED WITH THE TRADEMARKS OF ANY LICENSEE.
- 5. **Prohibited Uses and Conduct**.
 - a. The ISACA Trademarks may not be displayed as a primary or prominent feature on any materials that do not originate from ISACA.
 - b. Licensees shall not alter the appearance of ISACA Trademarks. ISACA Trademarks must stand apart and must be surrounded by empty space to avoid unintended association with any other objects including, but not limited to, type, photography, borders, and edges. Licensees may not use ISACA Trademarks as a feature or design element of any other design, trademark or logo.
 - c. Registration and modification of ISACA Trademarks is prohibited. Where the registration or modification of ISACA Trademarks is attempted or performed, any right to use all ISACA Trademarks will immediately cease.
 - d. Use of any ISACA Trademark that falls outside of the stated parameters of these Trademark Use Guidelines, will result in immediate revocation of the licensee's ability to use ISACA Trademarks.
 - e. Use of the ISACA Trademarks that in any way that, in ISACA's sole business judgment and discretion, may diminish or damage the goodwill in ISACA's name.
 - f. Any action that interferes with any of ISACA's rights in or to the ISACA Trademarks or ISACA's other intellectual property rights, including ISACA's ownership or exercise thereof;
 - g. Any challenge any right, title, or interest of ISACA in or to the ISACA Trademarks or ISACA's other Intellectual Property Rights;
 - h. Any claims or any actions adverse to ISACA's ownership of the ISACA Trademark or ISACA's other Intellectual Property Rights;
 - i. Any registration or applications for registrations, anywhere in the world, for the ISACA Trademarks or any other trademark that is similar to the ISACA Trademarks or any other trademark used by ISACA or that incorporates any ISACA Trademarks in whole or in confusingly similar part;
 - j. Use any trade or service mark, anywhere, that is confusingly similar to the ISACA Trademarks or any other trademark that is used by ISACA; and
 - k. Use an ISACA Trademark or anything confusingly similar thereto, as, or incorporated into a domain name, social media username, handle, or account, or URL without prior written consent from ISACA.

ANNEX 2 CROSS-BORDER TRANSFER MECHANISMS

1. Definitions

- a. "EC" means the European Commission.
- b. "EEA" means the European Economic Area.
- c. "Standard Contractual Clauses" means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for transferring personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCC"); (ii) where the UK GDPR applies the International Data Transfer Agreement A1.0 issued by the ICO ("UK IDTA"), and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognised by the Swiss Federal Data Protection and Information Commissioner ("Swiss SCC").

2. Cross Border Data Transfer Mechanisms

- a. <u>EEA Lead Data</u>. The Parties agree, as evidenced by their signature on the Agreement, that the Standard Contractual Clauses will apply to any Restricted Transfer of Lead Data from the EEA, either directly or via onward transfer. To the extent there is any conflict between the Agreement and the applicable EU SCC in relation to the processing of EEA Lead Data, the terms of the EU SCC will prevail. To the extent applicable, the Standard Contractual Clauses will be deemed entered into (and incorporated into this Agreement by this reference) and completed as follows:
 - i. Module One (Controller to Controller) of the EU SCC will apply. A copy of Module One of the EU SCC can be found at <u>https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en.</u>
 - ii. In Clause 7, the optional docking clause will not apply;
 - iii. Clause 9 (Use of sub-processors) is not applicable to the Parties;
 - iv. In Clause 11, the optional language will not apply;
 - v. In relation to Clause 13(a), it shall state that "shall state that "The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I, Part C, shall act as competent supervisory authority";
 - vi. In Clause 17, Option 1 will apply, the EU SCC will be governed by Irish law;
 - vii. In Clause 18(b) of the EU SCC, disputes will be resolved before the courts of Ireland;
 - viii. In Annex I, Part A of the Standard Contractual Clauses: please see Annex 2, Section 3(a) of this Agreement;
 - ix. In Annex I, Part B of the Standard Contractual Clauses: please see Annex 2, Section 3 of this Agreement;
 - x. In Annex I, Part C of the Standard Contractual Clauses: The Irish Data Protection Commission will be the competent supervisory authority;
 - xi. Annex 2, Section 4 (Technical and Organizational Security Measures) of the Agreement to which this Annex is attached serves as Annex II of the EU SCC; and
 - xii. the liability described in Clause 12 of the Standard Contractual Clauses shall in no event exceed the limitations set forth in the Agreement, and that under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to this Agreement, or their affiliates, officers, directors, employees, agents, service providers, suppliers, or licensors be liable to the other Party or any third party for any lost profits, lost sales of business, lost data (being data lost in the course of transmission via ISACA's systems or over the Internet through no fault of ISACA), business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, regardless of whether such Party has been advised of the possibility of or could have foreseen such damages. For the avoidance of doubt, this section shall not be construed as limiting the liability of either Party with respect to claims brought by data subjects.
 - xiii. The Parties agree that the assessment described in Clause 14(d) of the EU SCC shall be provided by Sponsor upon ISACA's request
- b. Swiss Lead Data. In accordance with guidance issued by the Swiss Federal Data Protection and Information Commissioner (FDPIC) titled "The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts," dated 27 August 2021, the Parties hereby agree to adopt the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021(the "EU SCC") as adapted herein in order to comply with Swiss legislation and thus be suitable for ensuring an adequate level of protection for data transfers from Switzerland to a third country in accordance with Article 6 paragraph 2 letter a of the Federal Act on Data Protection ("FADP"). To the extent there is any conflict between the Agreement and this Section 2(b), the terms of this section will prevail in relation to Swiss Lead Data. The Parties agree that in relation to Restricted Transfer of Swiss Lead Data, Module One (Controller to Controller) of the EU SCC apply with the following amendments:

- For purposes of Annex I, Part C under Clause 13 of EU SCC insofar as the data transfer is governed by the Switzerland Federal Act on Data Protection of 19 June 1992 (SR 235.1; FADP) or the FADP's revised 25 September 2020 version, the Supervisory Authority shall be Switzerland's Federal Data Protection and Information Commissioner (FDPIC);
- ii. The term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in Switzerland in accordance with Clause 18(c) of the EU SCC. The EU SCC shall also protect the data of Switzerland legal entities until the entry into force of the 25 September 2020 revised version of the Federal Act on Data Protection (revised FADP). Any references in the EU SCC to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss DPA.
- c. <u>UK Lead Data</u>. If the processing of Lead Data involves a Restricted Transfer of UK Lead Data, the Parties agree that such transfer(s) will be carried out in accordance with and subject to the International Data Transfer Agreement A1.0 issued by the ICO ("UK IDTA"), which can be found at <u>https://ico.org.uk/media/for-organisations/documents/4019538/international-data-transfer-agreement.pdf</u>. To the extent there is any conflict between this Agreement and the UK IDTA in relation to the processing of UK Lead Data, the terms of the UK IDTA will prevail. To the extent applicable, the UK IDTA will be deemed entered into (and incorporated into this Addendum by this reference) and completed as follows:
 - i. Part 1: Tables

Start date	See Effective Date of the Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	See Annex 2, Section 3(a) of this Agreement (List of Parties).	See Annex 2, Section 3(a) of this Agreement (List of Parties).
Key Contact	See Annex 2, Section 3(a) of this Agreement (List of Parties).	See Annex 2, Section 3(a) of this Agreement (List of Parties).
Importer Data Subject Contact	See Annex 2, Section 3(a) of this Agreement (List of Parties).	See Annex 2, Section 3(a) of this Agreement (List of Parties).
Signatures confirming each Party agrees to be bound by this IDTA	See Signature Line of the Agreement.	See Signature Line of the Agreement.

Table 1: Parties and signatures

Table 2: Transfer Details

UK country's law that governs the IDTA:	 ☑ England and Wales ☑ Northern Ireland ☑ Scotland 	
Primary place for legal claims to be made by the Parties	 ☑ England and Wales ☑ Northern Ireland ☑ Scotland 	
The status of the Exporter	In relation to the Processing of the Transferred Data: ⊠ Exporter is a Controller □ Exporter is a Processor or Sub-Processor	
The status of the Importer	In relation to the Processing of the Transferred Data: ☑ Importer is a Controller ☑ Importer is the Exporter's Processor or Sub-Processor □ Importer is not the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)	
Whether UK GDPR applies to the Importer	☑ UK GDPR applies to the Importer's Processing of the Transferred Data □ UK GDPR does not apply to the Importer's Processing of the Transferred Data	

Linked Agreement	If the Importer is the Exporter's Processor or Sub-Processor – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data Name of agreement: N/A Date of agreement: N/A Parties to the agreement: N/A Reference (if any): N/A Other agreements – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement Name of agreement: <i>ISACA SPONSORSHIP TERMS AND CONDITIONS</i> Date of agreement: <i>See Effective Date of the Agreement</i> Parties to the agreement: <i>See Annex 2, Section 3(a) of this Agreement (List of Parties).</i> Reference (if any): N/A If the Exporter is a Processor or Sub-Processor – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data: Name of agreement: N/A Parties to the agreement: N/A Parties to the agreement: N/A Parties to the agreement: N/A Reference (if any): N/A
Term	The Importer may Process the Transferred Data for the following time period: ☑ the period for which the Linked Agreement is in force □ time period: for the period which the Importer retains the Transferred Data □ (only if the Importer is a Controller or not the Exporter's Processor or Sub- Processor) no longer than is necessary for the Purpose.
Ending the IDTA before the end of the Term	 the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing, or any termination provisions contained in the Agreement apply. the Parties can end the IDTA before the end of the Term by serving: months' written notice, as set out in Section 29 of the IDTA (How to end this IDTA without there being a breach).
Ending the IDTA when the Approved IDTA changes	Which Parties may end the IDTA as set out in Section 29.2 of the IDTA ⊠ Importer ⊠ Exporter □ neither Party
Can the Importer make further transfers of the Transferred Data?	 ☑ The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 of the IDTA (Transferring on the Transferred Data). □ The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section 16.1 of the IDTA (Transferring on the Transferred Data).
Specific restrictions when the Importer may transfer on the Transferred Data	 The Importer MAY ONLY forward the Transferred Data in accordance with Section 16.1 of the IDTA: ☐ if the Exporter tells it in writing that it may do so. ⊠ is the Importer is expressly required to do so to comply with any applicable law, regulation, legal process or enforceable government request ☐ to the authorised receivers (or the categories of authorised receivers) and other third parties as described in the Agreement ☐ there are no specific restrictions.
Review Dates	First review date: Effective Date of the Addendum The Parties must review the Security Requirements at least once:

	 each month(s) each quarter each 6 months each year each year each year(s) each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment, to the extent that Importer is made aware of such changes; Importer will conduct a review at the time of contract renewal 	
Table 3: Transferred Data		
Transferred Data	See Annex 2, Section 3(b) of this Agreement (Details of Processing/Transfer).	
Special Categories of Personal Data and criminal convictions and offences	See Annex 2, Section 3(b) of this Agreement (Details of Processing/Transfer).	
Relevant Data Subjects	See Annex 2, Section 3(b) of this Agreement (Details of Processing/Transfer).	
Purpose	See Annex 2, Section 3(b) of this Agreement (Details of Processing/Transfer).	
Table 4: Security Requirements	5	
Security of Transmission	See Annex 2, Section 4 of this Agreement (Technical and Organizational Security Measures).	
Security of Storage	See Annex 2, Section 4 of this Agreement (Technical and Organizational Security Measures).	
Security of Processing	See Annex 2, Section 4 of this Agreement (Technical and Organizational Security Measures).	
Organisational security measures	See Annex 2, Section 4 of this Agreement (Technical and Organizational Security Measures).	
Technical security minimum requirements	See Annex 2, Section 4 of this Agreement (Technical and Organizational Security Measures).	
Updates to the Security Requirements	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.	

ii. Part 2: Extra Protection Clauses: N/A

- iii. Part 3: Commercial Clauses: See the Parties' Agreement to which this Annex 2 is attached and incorporated by reference.
- iv. Part 4: Mandatory Clauses: Mandatory Clauses of the Approved IDTA, being the template IDTA A.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 5.4 of those Mandatory Clauses.
- v. The liability described in Section 32 of the IDTA shall in no event exceed the limitations set forth in the Agreement, and that under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to this Agreement, or their affiliates, officers, directors, employees, agents, service providers, suppliers, or licensors be liable to the other Party or any third party for any lost profits, lost sales of business, lost data (being data lost in the course of transmission via ISACA's systems or over the Internet through no fault of ISACA), business interruption, loss of goodwill, or for any type of indirect, incidental, special, exemplary, consequential or punitive loss or damages, regardless of whether such Party has been advised of the possibility of or could have foreseen such damages. For the avoidance of doubt, this section shall not be construed as limiting the liability of either Party with respect to claims brought by data subjects.

3. List of Parties & Details of Processing

a. List of Parties

Name of Data exporter(s): Information Systems Audit and Control Association, Inc. (ISACA), 1700 E. Golf Rd., Suite 400, Schaumburg, IL 60173 Chris Evans, Senior Manager, Compliance, Risk and Privacy, cevans@isaca.org Activities relevant to the data transferred under these Clauses: Controller will share the personal data with Data Importer pursuant to the Agreement.

Role: CONTROLLER

Data importer(s): [Identity and contact details of the data importer(s), including any contact person with responsibility for data protection] Party Name: See Sponsor Name on Agreement Address: See Sponsor Address on Agreement Contact Person: See Contact Name/Title/Email information on Agreement Role: CONTROLLER

b. Details of Processing/Transfer (if applicable)

Categories of data subjects whose personal data is transferred. The personal data transferred concern the following categories of data subjects: Individuals that register for webinar, events or other trainings sponsored by ISACA, data exporter, which are also co-sponsored by data importer.

Categories of personal data transferred. The personal data transferred may include the following categories of data to the extent provided by the registrant: Registrant's first and last name, email address, phone number, state, country, company, title, organization size, industry, level of purchasing authority, and years of experience.

Sensitive data transferred (if applicable). Not applicable

The frequency of the transfer. The personal data is transferred on a continuous basis.

Nature of the processing. The personal data processed may be subject to the following processing activities: collect, record, organize, store, adapt, alter, retrieve, redact, and consult.

Purpose(s) of the data transfer and further processing. The transfer is made for the following purposes: Importer is a co-sponsor of exporter's webinar, training or other event.

The period for which the personal data will be retained. The personal data may be processed during the term of the agreement and any additional period for which it is retained pursuant the contractual Terms and Conditions between the Parties.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing. Not applicable.

Competent supervisory authority in accordance with Clause 13: Ireland. с.

4. Technical and Organizational Security Measures

Data importer has the following controls and procedures in place:

- Inventory of Authorized and Unauthorized Devices. Actively manages (inventory, track, and correct) all hardware devices on the network so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access.
- Inventory of Authorized and Unauthorized Software. Actively manages (inventory, track, and correct) all software on the network so that only authorized software is installed and can execute, and unauthorized and unmanaged software is found and prevented from installation or execution.
- Secure Configurations for Hardware and Software on Mobile Devices, Laptops, Workstations, and Servers. Establishes, implements, and actively manages (track, report on, and correct) the security configuration of laptops, servers, and workstations using a rigorous configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.
- Continuous Vulnerability Assessment and Remediation. Continuously acquires, assesses, and takes action on new information in order to identify vulnerabilities, and to remediate and minimize the window of opportunity for attackers.
- Controlled Use of Administrative Privileges. Tracks, controls, prevents, and corrects the use, assignment, and configuration of administrative privileges on computers, networks, and applications.
- Maintenance, Monitoring, and Analysis of Audit Logs. Collects, manages, and analyzes audit logs of events that could help detect, understand, or recover from an attack.

- Malware Defenses. Controls the installation, spread, and execution of malicious code at multiple points in the enterprise, while optimizing the use of automation to enable rapid updating of defense, data gathering, and corrective action.
- Limitation and Control of Network Ports, Protocols, and Services. Manages (track, control, and correct) the ongoing operational use of ports, protocols, and services on networked devices in order to minimize windows of vulnerability available to attackers.
- Secure Configurations for Network Devices such as Firewalls, Routers, and Switches. Establishes, implements, and actively manages (track, report on, and correct) the security configuration of network infrastructure devices using a rigorous configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings.
- Controlled Access Based on the Need to Know. Tracks, controls, prevents, corrects, and secures access to critical assets (e.g., information, resources, systems) according to the formal determination of which persons, computers, and applications have a need and right to access these critical assets based on an approved classification.
- Wireless Access Control. Tracks, controls, prevents, and corrects the security use of wireless local area networks (LANS), access points, and wireless client systems.
- Security Skills Assessment and Appropriate Training to Fill Gaps. Identifies the specific knowledge, skills, and abilities needed to support defense of the enterprise; develop and execute an integrated plan to assess, identify and remediate gaps, through policy, organizational planning, training, and awareness programs for all functional roles in the organization.
- Incident Response and Management. Protects the organization's information, as well as its reputation, by developing and implementing a written information security policy and an incident response infrastructure (e.g., plans, defined roles, training, communications, management oversight).
- Penetration Tests and Red Team Exercises. Tests the overall strength of an organization's defenses (technology, processes, and people) by simulating the objectives and actions of an attacker.

ANNEX 3 ADVERTISING URL POLICY

For electronic advertising that directs the user to a URL, the landing page must include a link to the advertiser's privacy policy and, if the advertiser is collecting personal information on the page (including contact information or unique identifiers), the page must be secure (https://).

Embedded tracking URLs may be used only for monitoring email and website analytics, such as measuring impressions, clicks, and other user engagement activity. No directly identifiable information may be collected or used, and Java script code may not be added. URLs are subject to approval by ISACA.

Information Needed

- □ Is a tracking URL being used: □ Yes □ No
- □ Specific information the URL is tracking:

Example: Clicks, impressions, originating website, campaign, conversions, content tags, etc.

- Statement that no contact information of ISACA site visitors or email recipients will be tracked:_
- URL tracking tool(s) used (eg, *Bit.ly or Google Analytics*):
- Country/Countries to where the URL transmits data:
 - Example: Data from the link gets transmitted to a data center in Ireland.

Email Placements or Website Run-of-Site tracking URL to be used:
 Example: @AGLANCE, @ISACA, @NEXUS, @JOURNAL, Website ROS - for website ROS please specify the specific months your ad will be on the website.

If the above information changes, please note that it is your responsibility as the sponsor to update ISACA of the changes. Please note as well that it is your responsibility to comply with privacy and tracking technology-related requirements, including in relation to European Economic Area (EEA) data subjects, or other legislation and regulations, as applicable.

ANNEX 4 ADVERTISING POLICY

ISACA strives to provide continuing education and information to its Members, and to help business technology professionals and their enterprises around the world realize the positive potential of technology. The purpose of this Policy is to help you create advertisements campaigns that align with our advertising policies. These policies are designed not only to abide by laws but to ensure a safe and positive experience for our Members.

Review Process

To maintain the professionalism and integrity of ISACA, ad will not run until approved through our ad review process, which checks your ad against the policies detailed below. If your ad is rejected, we will notify you of the reason and you can edit your ad to comply with our policies and resubmit.

Prohibited Content

• Inappropriate Content. We value diversity and respect for others, and we strive to avoid offending users, so we do not permit ads or destinations that display shocking content or promote hatred, intolerance, discrimination, or violence. Ads must use language appropriate for professionals, and use correct spelling and grammar.

• Prohibited Products. We do not allow the promotion of products or services that cause damage, harm, or injury. Ads for fake documents and related services are prohibited. We do not advertise adult content, alcohol, copyrighted content, counterfeit goods, drugs and related products, fake documents, gambling, hacking and cracking, health matters, occult pursuits, political or religious content, scams, questionable downloads, tobacco, weapons, and fireworks.

• Educational Programs. Advertisers cannot advertise an educational program such as a degree program or certification program as that is in competition with ISACA. All direct competitor advertising, e.g., ISACA-related certification training and review manual ads, is prohibited in online advertising and sponsor copy. Such competitor advertising is accepted for print advertising in the Journal.

• Upcoming Conferences or Seminars. Advertisements for third party conferences and seminars held within 30 days of ISACA conferences are prohibited. However, advertising of a similar conference/seminar by advertisers who are not formally affiliated with ISACA is permissible if the conference/seminar is not being held in the same state, province or country as one that is sponsored by ISACA either two months prior to or one month after an ISACA multiday event.

• Upcoming Podcast, Virtual Event, and Webinar Sponsorship Agreements. Advertisements for third party podcasts, virtual events, or webinars held within fourteen days of ISACA Podcasts, Virtual Events or Webinars are prohibited.

• Copyright Infringement. Ads must not use copyrights belonging to third parties unless express permission has been granted by the copyright owner.

Prohibited Practices

• Trademarks. Advertisers shall not use trademarks in your ads that you are not legally permitted to use.

• Clickbait. Advertiser shall not deceive, confuse or otherwise degrade the experience of members who click on their ad. The domain of your Display URL must match the domain of your Destination URL. All members must be sent to the same destination URL and landing page from a click on your ad. Advertisers must not send members to a landing page that generates a pop-up. For electronic advertising that directs the user to a URL, the landing page must include a link to the advertiser's privacy policy and the page must be secure (https://).

• Phishing. You may not use an ad to promote a website that tricks a user into providing personal or other information.

ISACA requires that advertisers comply with all applicable laws, regulations, industry codes and this Policy and any other applicable ISACA guidelines. We recommend that you familiarize yourself with and keep up to date on these requirements for the places where your business operates. Privacy. Advertisers are responsible for complying with applicable privacy and data protection laws and regulations.

Advertisements are subject to ISACA's final approval. All questions about acceptance should be directed to the ISACA advertising team. When ISACA finds content that violates the requirements described in this Policy, we may block it from appearing, and in cases of repeated or egregious violations, we may stop you from advertising with us. This Policy may change at any time.

ANNEX 5

ISACA EVENT ROSTER POLICY

The security, protection and confidentiality of the personal information of ISACA members and conference attendees is of utmost concern to ISACA. As a sponsor and/or exhibitor at an ISACA conference, the attendee list will be provided to you and will contain the following personal information about each attendee to the extent it is provided by the attendee: name, email address, state, country, company, title, organization size, industry, level of purchasing authority, and years of experience ("Lead Data"). This policy outlines the basic guidelines that sponsors and exhibitors must follow in their use, storage and retention of the Lead Data provided by ISACA. To the extent ISACA has entered into a Sponsorship Agreement with you, this Roster Policy supplements the provisions of the Sponsorship Agreement.

Data Provided by ISACA

ISACA will provide Lead Data as described below. A Sponsor or exhibitor who receives Lead Data from ISACA shall not transfer or share the Lead Data with any other Party. The Lead Data consist of:

- Pre-conference Attendee Roster: Information provided by ISACA includes the following information, if provided by the registrant: name, email address, state, country, company, title, organization size, industry, level of purchasing authority, and years of experience. To the extent permissible under the law applicable to the processing of registrant's personal information, this information may be used for a one-time email or direct mail contact. In addition to these limitations, for attendees residing in the European Economic Area, the United Kingdom, or Switzerland or Canada ("EEA Lead Data"), any email or direct mail contact must be in compliance with the applicable data protection and marketing laws. This roster is only provided to premium level sponsors (Bronze level and above).
- **Post-conference Attendee Roster:** Information provided by ISACA includes the following if provided by the registrant: name, email address, state, country, company, title, organization size, industry, level of purchasing authority, and years of experience. Attendee phone number is also provided for premium level sponsors (Bronze level and above) if provided by the registrant. To the extent permissible under the law applicable to the processing of a registrant's personal information, this Lead Data may be used for a one-time contact with registrant.

If a conference attendee allows the exhibitor or sponsor to scan his or her badge at the event then the information received as a result of the scan may be used by the exhibitor and sponsor to contact the individual about their products and services, to the extent such contact is permissible under the applicable law. It is the responsibility of the sponsor or exhibitor to ensure that the use of any personal information provided by ISACA or otherwise collected from the attendee, including through a badge-scan, complies with applicable privacy and advertising laws.

Exhibitors and sponsors are required to enable a conference attendee to opt-out of receiving marketing emails or direct mail messages at any time. The ability to opt-out must be clearly communicated, conspicuous within the body of any email or direct mail message and the privacy policy of the exhibitor or sponsor, and must be easy to request.

Data Security

Conference sponsors and exhibitors must use sufficient, industry-standard measures to safeguard the Lead Data, to protect the Lead Data. This includes having appropriate safeguards in place to ensure the security of electronic data stored on systems connected to the Internet. Such systems may include, for example, up-to-date firewall protection and operating security systems.

Destruction

Lead Data may not be retained longer than required for the purpose as described above, and subject to the terms of the applicable Sponsorship Agreement you have entered into with ISACA. Lead Data and all other copies or derivatives of the Lead Data must be destroyed in a secure manner whether in paper or electronic form with all paper copies shredded, and electronic files securely deleted.

Requirements

All exhibitors and sponsors agree to abide by this Policy, the laws applicable to the processing of registrants' personal information, and all other policies and requirements ISACA provides, in their processing of Lead Data.