



APOLLO SPONSORSHIP INTELLIGENCE ENVIRONMENT™

GDPR DATA PROCESSING ADDENDUM (DPA)

This Data Processing Addendum ("DPA") forms part of the Master Services Agreement ("MSA") entered into between Apollo and the Customer where Apollo processes Personal Data on behalf of the Customer.

Capitalized terms not defined herein shall have the meanings assigned in the MSA.

1. Purpose

This DPA governs the Processing of Personal Data by Apollo in connection with the Services and is intended to satisfy the requirements of the General Data Protection Regulation (EU) 2016/679 ("GDPR") and other applicable data protection laws.

2. Roles of the Parties

For Personal Data processed under this Agreement:

- The Customer acts as the **Data Controller**, unless otherwise required by applicable law.
- Apollo acts as the **Data Processor**, solely for the purpose of providing the subscribed Services.

Nothing in this DPA transfers ownership or control of Personal Data between the Parties.

3. Scope of Processing

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Apollo shall Process Personal Data only:

- to perform the Services described in the MSA and applicable Order Forms;
- upon documented instructions from the Customer;
- as required by applicable law; or
- to protect the security and integrity of the Environment.

4. Categories of Personal Data

Depending on the subscribed Services, Personal Data may include:

- names;
- business email addresses;
- business telephone numbers;
- user account information;
- job titles;
- authentication information;
- operational logs; and
- other Personal Data submitted by the Customer.

Apollo does not require the processing of special categories of Personal Data unless expressly agreed in writing.

5. Security Measures

Apollo shall implement commercially reasonable technical and organizational measures appropriate to the nature of the Services, including where appropriate:

- encrypted communications;
- authentication controls;
- role-based access management;
- access logging;
- secure hosting;
- backup procedures; and

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- incident response procedures.

6. Confidentiality

Apollo shall ensure that personnel authorized to Process Personal Data are subject to appropriate confidentiality obligations.

7. Sub-Processors

Apollo may engage qualified Sub-Processors to support the delivery of the Services.

Apollo shall:

- maintain appropriate contractual safeguards with Sub-Processors;
- remain responsible for their performance under this DPA; and
- provide information regarding Sub-Processors upon reasonable Customer request where required by applicable law.

8. International Transfers

Where Personal Data is transferred outside the European Economic Area, Apollo shall implement an appropriate transfer mechanism recognized under applicable data protection law.

9. Security Incidents

Apollo shall notify the Customer without undue delay after becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data where notification is required by applicable law.

Apollo shall provide information reasonably available to assist the Customer in complying with its legal obligations.

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10. Assistance

Taking into account the nature of the Processing, Apollo shall provide reasonable assistance to the Customer regarding:

- data subject requests;
- security obligations;
- Personal Data Breach notifications;
- data protection impact assessments; and
- regulatory inquiries,

to the extent required under applicable law and reasonably related to the Services.

11. Deletion and Return of Data

Upon termination of the Services, Apollo shall, at the Customer's written request and subject to applicable law:

- return Customer Personal Data in a commercially reasonable format; or
- securely delete such Personal Data,

except where retention is required by law or forms part of routine backup and disaster recovery procedures.

12. Audit Rights

Where required by applicable law, the Customer may request reasonable information demonstrating Apollo's compliance with this DPA.

Any audit shall:

- be conducted during normal business hours;
- avoid unreasonable disruption to Apollo's operations;
- protect the confidentiality of other customers; and

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- be subject to reasonable advance written notice.

13. Order of Precedence

In the event of a conflict between this DPA and the MSA regarding the Processing of Personal Data, this DPA shall prevail solely with respect to data protection obligations.

14. Governing Law

This DPA shall be governed by the governing law specified in the Master Services Agreement, except where mandatory data protection legislation requires otherwise.

15. Survival

The provisions of this DPA shall survive termination of the MSA for so long as Apollo continues to Process Personal Data on behalf of the Customer.