

## Agreement on the security of ICT services

concluded on \_\_\_\_\_ (hereinafter: the "**Agreement**"), between:

\_\_\_\_\_

\_\_\_\_\_

(hereinafter: "**Client**"), represented by: \_\_\_\_\_  
and

**ClickMeeting Sp. z o.o.** with its registered office in Gdansk (80-309), al. Grunwaldzka 413, Poland, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court Gdańsk-North in Gdansk, VII Commercial Division of the National Court Register, under number 0000604194, Tax ID no.: 5842747535, with a share capital of PLN 1,187,500 (hereinafter: "**ClickMeeting**"), represented by: Dominika Paciorkowska - Management Board Member,

### §1 Preamble

1. The Client has entrusted ClickMeeting with the provision of certain services, and ClickMeeting has undertaken to provide them under the terms and conditions specified in the General Terms of ClickMeeting Services or the individual Agreement for the provision of ClickMeeting Services (hereinafter: the "**Master Agreement**").
2. The Parties declare that this Agreement is concluded in order to perform the obligations arising from Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience of the financial sector and amending Regulations (EC) No. 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011 (hereinafter: "**DORA**"), in connection with the conclusion of the Master Agreement and this Agreement supplements the Master Agreement.
3. The rights and obligations of the Parties set out in the Agreement shall take into account the principle of proportionality expressed in Article 4(1) and (2) and Article 28(1)(a) of DORA.

### §2 Preliminary provisions

1. Unless expressly stated otherwise, the definitions used below have the following meanings:

**ICT-related incident** – a single event or a series of interrelated events, not planned by the Client, which compromises the security of networks and IT systems and has a negative impact on the availability, authenticity, integrity or confidentiality of data or on the services provided by the Client.

**ICT Services** - digital and data services provided on a continuous basis through ICT systems to one or more internal or external users, including computer hardware as a service and computer hardware services including the provision of technical support through software or firmware updates by the hardware supplier, excluding traditional analogue telephony services.

**DPA** – an agreement for entrusting the processing of personal data entered into by ClickMeeting and the Client in connection with the conclusion of the Master Agreement.

2. Words and phrases defined in the Master Agreement shall have the same meanings in the Agreement, unless otherwise stated.
3. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Agreement, the provisions of the Agreement shall apply accordingly.

### §3 Classification of ICT services

1. The ClickMeeting Services provided to the Client, described in detail in the Master Agreement,



constitute ICT Services, a type of cloud services (Software as a Service).

2. The Parties agree that the ClickMeeting Services **do not constitute ICT Services supporting critical or important functions of the Client** within the meaning of DORA.

#### **§4 Place of provision of ICT Services**

1. ClickMeeting declares that it will provide the ICT Services covered by the Master Agreement within the EEA, with the proviso that ClickMeeting's streaming infrastructure is located worldwide and the use of specific elements of it is closely linked to the location of the Event Participant.
2. The data entrusted to ClickMeeting by the Client will be stored in the EEA.
3. If ClickMeeting wishes to change the place of provision of ICT Services or data storage to a place other than those indicated in paragraphs 1 and 2 above, ClickMeeting will notify the Client at least 14 days before the planned change. The Client has the right to object to a change in the place of provision of ICT Services by ClickMeeting or the place of data processing in the event that the planned change, in particular resulting in data processing outside the European Economic Area (EEA), would result in Client's being non-compliant with the applicable law and the guidelines of the supervisory authorities, should it continue to use of the ICT Services. The provisions of the DPA regarding the change of subcontractor (§5 section 2 of the DPA) apply accordingly.

#### **§5 Information security**

1. ClickMeeting undertakes to ensure the technical and organizational conditions necessary to ensure the continuous and uninterrupted provision of ICT Services throughout the term of the Master Agreement. At the same time, the Client acknowledges and accepts that ClickMeeting does not provide any guaranteed service availability levels (SLAs) and that ClickMeeting allows the possibility of modifying some functions of the ICT Services.
2. ClickMeeting provides the Client with information regarding the quality of ICT Services through the status page (<https://status.clickmeeting.com/> or other page indicated by ClickMeeting).
3. ClickMeeting undertakes to provide ICT Services in a manner that prevents the loss of the Client's data and the possibility of compromising its availability, authenticity, integrity and confidentiality. The Client acknowledges that ClickMeeting's security standards described at this address: <https://knowledge.clickmeeting.com/privacy-security/privacy-security-faq/> are considered adequate and sufficient.
4. ClickMeeting declares that it takes necessary measures, i.e. identification and corrective action, in relation to vulnerabilities occurring on the part of ClickMeeting in relation to ICT Services. In particular, ClickMeeting ensures the investigation of vulnerabilities, determination of their root causes, as well as the implementation of appropriate mitigation measures.
5. In the event of a reasonable suspicion that a third party has entered into an unauthorized possession of the Client's data, ClickMeeting informs the Client of this suspicion on the terms specified in the DPA. In the event of an ICT incident related to the ICT Services provided by ClickMeeting, ClickMeeting undertakes to cooperate with the Client in order to minimize the effects of this incident and to prepare an incident report. The Client undertakes to engage ClickMeeting only to the extent necessary to reduce the effects of the incident.
6. ClickMeeting is committed to raising awareness of its staff involved in the implementation of the Agreement in the field of ICT Services security and to conducting training for its staff in the field of operational digital resilience.

#### **§6 Return and deletion of data**

In the event of insolvency or termination of ClickMeeting's business activity, cessation of business activity by ClickMeeting or termination of the Agreement, ClickMeeting will return the data entrusted to it by the Client in the manner and on the terms specified in the DPA.

#### **§7 Audits and cooperation with supervisory authorities**

1. The Client declares that in connection with its activities it is subject to supervision by the Financial Supervision Authority (hereinafter: the "**FS**A") and EU regulatory and supervisory authorities, as well



as institutions performing supervisory and control functions in the financial sector in cooperation with the FSA and other competent national authorities. In connection with the conclusion of the Agreement, it is possible for the FSA to send inquiries directly to ClickMeeting in order to perform supervisory functions. ClickMeeting undertakes to cooperate with the FSA in the scope of ICT Services provided under the Agreement. If the FSA addresses inquiries to ClickMeeting, ClickMeeting will respond to the extent and within the deadlines indicated by the FSA, as well as inform the Client of this fact without undue delay.

2. At the request of the Client, ClickMeeting provides information on the manner of performance of the Agreement. ClickMeeting is exempt from this obligation if the frequency of the requests hinders the normal operation of ClickMeeting. In particular, ClickMeeting undertakes to provide the Client, at the Client's request, with information related to the performance of the Agreement, the reasons for delays or the reasons for improper performance of ICT Services. Information will be provided by ClickMeeting to the Client in response to the inquiries sent. Inquiries regarding the security of ICT Services may be addressed to ClickMeeting no more than 2 times per calendar year. This limit does not apply to the situation in which the inquiry originates from the supervisory authority and is only forwarded by the Client. In such a case, the Client is obliged to demonstrate that the need to answer the question results from the decision of the supervisory authority. ClickMeeting reserves the right not to provide information in the event that such information violates the regulations on the processing of personal data, trade secrets or other legally protected information.
3. The Client may use the services of third parties to control the quality and manner of providing ICT Services by ClickMeeting, as well as may carry out such control on its own. ClickMeeting provides information, data and explanations to the extent necessary only to persons with written authorization from the Client. The rules, form and manner of conducting inspections and audits are determined by the DPA.

#### **§8 Subcontractors**

1. ClickMeeting is entitled to further entrust the performance of parts of the activities entrusted to ClickMeeting covered by the ICT Services to a third party ("**Subcontractor**") on the terms set out in the DPA.
2. ClickMeeting monitors the services commissioned to Subcontractors in accordance with the ISO 27001:2022 standard.

#### **§9 Termination of the Agreement**

The Client may terminate the Agreement and the Master Agreement in writing with immediate effect if:

- a. the FSA or the competent resolution authority shall issue such a recommendation or decision;
- b. ClickMeeting breaches a material obligation under the Master Agreement, this Agreement, or commits a material breach of any laws or regulations.

#### **§10 Final provisions**

1. To the extent not regulated in this Agreement, the provisions of the Master Agreement shall apply, in particular with regard to the rules and limitations of the Parties' liability, law and competent court. For the avoidance of interpretative doubts, the Parties confirm that the amount of liability set forth in the Master Agreement shall apply jointly to all events and claims arising from the Master Agreement, this Agreement and the DPA.
2. The Agreement was drawn up in two copies, and if it is concluded in electronic form – in one copy made available electronically.
3. An amendment to the Agreement must be kept in writing or in a documentary form.
4. The Agreement enters into force on the day of its signing by both Parties.

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ClickMeeting

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Client

