



EU DATA PROCESSING ADDENDUM FOR CRESCENDO SERVICES

(Necessary for Compliance with the European Union's General Data Privacy Regulation)

This Data Processing Addendum ("DPA") is by and between "Crescendo" and "Subscriber" and: (1) made part of a certain "Agreement" related to "Services" provided by Crescendo; and (2) shall automatically go into effect, and is agreed to by the "Parties," if and when Subscriber uses any Crescendo Services to engage in activities regulated by the European Union's "EU" General Data Privacy Regulation "GDPR." This DPA is written to define the relationship of the Parties related to the "Processing" of "Personal Data" of European Union "Data Subjects" by Crescendo on behalf of Subscriber in accordance with the terms of any Agreements between the Parties. In the course of providing the Services, Crescendo may Process Personal Data on behalf of Subscriber and the Parties agree to comply with this DPA with respect to such processing, each acting reasonably and in good faith.

SECTION 1 - TERMS. As used in this DPA:

"Agreement" means any agreement which is in effect and pertains to Services provided by Crescendo to Subscriber including, as applicable: (1) the "GiftLegacy Agreement" consisting of a Letter of Agreement signed by Subscriber, a related *Terms and Services* document and this DPA; (2) the Crescendo Software License Agreement and this DPA (collectively the "CSLA") related to use of Crescendo Software; and (3) the "GiftCharity Agreement" consisting of an *Electronic Agreement for GiftCharity Services* document and this DPA. The plural "Agreements" shall mean more than one Agreement.

"Controller" means Subscriber and shall have the meaning as defined in GDPR such that Subscriber is the entity which determines the purposes and means of the Processing of Personal Data.

"Crescendo" means Crescendo Interactive, Inc., a duly formed corporation under the laws of the State of California in the United States who has agreed to provide the Services to Subscriber pursuant to one or more Agreement, who may be acting as a Processor in relation to Personal Data and whose servers used for Processing of Personal Data on behalf of Subscriber are located within the United States.

"Crescendo Software" means the gift illustration software provided by Crescendo to Subscriber under the names CresPro, CresEstate or CresLite.

"CresManager" means the online management portal provided by Crescendo to Subscriber as part of the Services which will enable Subscriber's staff to manage certain aspects of the Services.

"Data Protection Laws and Regulations" means laws and regulations of the EU and their member states applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates and shall have the same meaning as defined in GDPR.

"EU-Based IP Address" means an internet protocol ("IP") address used to access a Website but only if such IP address is known to and identified by Crescendo as one based in the EU. Crescendo will use certain electronic tools to help identify potential EU-Based IP Addresses, however, the technology that performs this identification is not necessarily accurate in every case.

"GDPR" means the 2016 General Data Protection Regulation (EU) 2016/679 adopted by the European Parliament and Council related to the processing of Personal Data of a natural person and the free movement of such data.

"GiftCharity" means an affiliate of Subscriber for whose benefit Subscriber has used the features of the CresManager to activate the GiftCharity Service.

"Parties" means, collectively, Crescendo and Subscriber.

“Personal Data” shall have the same meaning as defined in GDPR.

“Processing” or “Data Processing” shall have the same meaning as defined in GDPR.

“Processor” means Crescendo and shall have the same meaning as defined by GDPR.

“Services” means those online, electronic services described in any Agreement between Crescendo and Subscriber whereby Crescendo is providing services to Subscriber directly or for an affiliate of Subscriber indirectly.

“Subprocessing” shall have the same meaning as defined in GDPR.

“Subscriber” means the non-profit organization as identified in and defined by one or more legally binding Agreements with Crescendo and shall also mean the party for whom Crescendo is Processing “Personal Data.”

“Subscriber Data” means data that is in an electronic format that is owned, collected and used by Subscriber and which is uploaded by Subscriber to the online CresManager portal for use in conjunction with the Services.

“Supervisory Authority” means an independent public authority established pursuant to the GDPR.

“Technical and Organizational Security Measures” means those measures aimed at protecting Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the Processing involves the transmission of data over a network, and against all other unlawful forms of Processing.

“Website” means the planned giving website hosted by Crescendo on behalf of Subscriber as part of the Services and would mean either: (i) a GiftLegacy Website (whether or not that includes GiftLaw content); or (ii) a GiftCharity webpage activated by Subscriber for an affiliate of Subscriber - except that where the term Website is used together with GiftLegacy then the term shall be exclusive to the GiftLegacy adjective, as the case may be.

Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.

SECTION 2 - PROCESSING OF PERSONAL DATA.

2.1 Roles of the Parties. The Parties acknowledge and agree that, with regard to the Processing of Personal Data for Subscriber, Subscriber is the Controller, Crescendo is the Processor and this Processing will not involve Subprocessing.

2.2 Subscriber and Personal Data. Subscriber shall, in its use of the Services, only utilize Personal Data in accordance with the requirements of Data Protection Laws and Regulations. Any Subscriber instructions given to Crescendo related to Processing shall fully comply with Data Protection Laws and Regulations. Subscriber shall have the sole responsibility to assure the accuracy and quality of all Personal Data. By utilizing the Services, Subscriber hereby represents, warrants, affirms and agrees that Subscriber will determine, prior to any Processing, that Subscriber has a valid and lawful basis, consistent with Article 6 of GDPR, to engage in such Processing and to authorize Crescendo to do the same on Subscriber’s behalf.

2.3 Crescendo and Processing of Personal Data. Consistent with the terms of any applicable Agreement, Crescendo shall treat Personal Data as confidential and shall only process Personal Data on behalf of Subscriber in accordance with these documented instructions provided by Subscriber which Processing shall be limited to the following purposes: (i) Processing in accordance with any Agreement; (ii) Processing initiated by users of any Website and/or in conjunction with their use of the Services; and (iii) Processing to comply with other reasonable, written instructions provided by Subscriber (e.g., via email) to Crescendo provided such instructions are not inconsistent with GDPR or the terms of the Agreement. Crescendo will Process Personal Data for the duration of the Agreement (as may be renewed in accordance with its terms) unless otherwise agreed upon in a writing signed by both Parties or a Data Subject exercises his or her rights and requests that Subscriber cease Processing of that Data Subject’s Personal Data.

2.3.1 Processing Consistent with GiftLegacy Agreement. The Parties understand that for purposes of this Section, as relates to the GiftLegacy Service, “Processing in accordance with” the GiftLegacy Agreement shall include but is not necessarily

limited to: (i) creation, management, maintenance and utilization of one or more email distribution lists for email communication from Subscriber to individual Data Subjects related to major, blended and planned gifts fundraising together with features allowing Subscriber to manage the timing and frequency of such emails and allowing an individual whose Personal Data is included on such email distribution list(s) to also manage their communication preferences; (ii) operation of the online GiftLegacy Calculator which relies on “session cookies” to process site visitor (including, potentially, Data Subject) inputted data to prepare a presentation showing the potential benefits associated with the planned gifts calculator selected by the site visitor; (iii) operation of the online GiftLaw Calculator which relies on “session cookies” to process information inputted in relation to a Data Subject to prepare a presentation showing the potential benefits associated with the planned gifts calculation selected by a site visitor; and (iv) the utilization of Personal Data shared by a Data Subject with Subscriber to enable Subscriber’s staff to use such Personal Data in the Crescendo Software for the purpose of preparing one or more donor gift illustrations.

2.3.2 Processing Consistent with CSLA. The Parties understand that for purposes of this Section, as relates to the Crescendo Software, “Processing in accordance with” the CLSA shall include the utilization of Personal Data shared by a Data Subject with Subscriber to enable Subscriber’s staff to use the Personal Data in the Crescendo Software for the purpose of preparing one or more donor gift illustrations.

2.3.3 Processing Consistent with GiftCharity Agreement. The Parties understand that for purposes of this Section, as relates to the GiftCharity Service, “Processing in accordance with” the GiftCharity Agreement shall include but is not necessarily limited to the management, maintenance and utilization of one or more email distribution lists for email communication from Subscriber to individual Data Subjects related to major, blended and planned gifts fundraising together with features allowing Subscriber to manage the timing and frequency of such emails and allowing an individual whose Personal Data is included on such email distribution list(s) to manage their communication preferences.

2.4 Subscriber Acting as Processor. In the event that Subscriber activates the GiftCharity service for any affiliate, then Subscriber may be acting as a “processor” with respect to the affiliate’s email distribution list. In such event, Subscriber shall ensure its activities related to GiftCharity comply with GDPR’s processor requirements. Should Subscriber’s affiliate receive a Data Subject Request (as defined below in Section 4) then the processing of such request shall be handled in accordance with the provisions of Section 4 of this DPA, such that all of the GiftCharity requests shall be submitted by Subscriber, acting as a Controller, to Crescendo the same as if the request was coming directly from one of Subscriber’s Data Subjects to Subscriber.

2.5 Categories and Types of Personal Data. Subscriber may submit Personal Data for use with the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of Data Subjects: (i) donors, donor prospects and professional advisors; (ii) employees, officers and agents of Subscriber (who are natural persons); and (iii) visitors who may visit Subscriber’s Website. Subscriber may submit Personal Data to the Services, the extent of which is determined and controlled by Subscriber in its sole discretion, and which may include, but is not limited to the following categories of Personal Data: (i) an individual’s first and last name; (ii) contact information, such as mailing or physical address, email, phone; (iii) professional, personal or connection data; and (iv) data input as is necessary for Subscriber to utilize the Crescendo Software.

SECTION 3 – MINIMIZATION AND DISCLOSURE OF DATA PROCESSING.

3.1 Minimization of Data Processing. In order to facilitate Subscriber’s GDPR compliance, Crescendo has the capability to disable (or “go dark” with respect to) certain features of the Services in order to minimize the Data Processing performed by Crescendo on behalf of Subscriber. Crescendo has disabled the following features of the Services related to visitors who utilize an EU-Based IP Address: (i) GiftLegacy Website analytics, such that the analytics will no longer track the site activity of any EU-based visitor; (ii) the Online Wills Planner (“OWP”) associated with the GiftLegacy Pro service, such that the OWP portal (which relies heavily on the collection of Personal Data in conjunction with estate planning) will not be available to any EU-based visitor; and (iii) certain online web forms that would enable a site visitor to submit information to Subscriber through the Website. Upon request from Subscriber, Crescendo can also block access to Subscriber’s GiftLegacy Website from EU-Based IP Addresses. Should Subscriber wish to “exit the EU” and minimize the likelihood that Subscriber is using the Services to engage in activities regulated by GDPR, Subscriber should consider: (1) removing Personal Data about any Data Subject from any email distribution list that Subscriber has uploaded or will upload to CresManager; and (2) ensure that Subscriber does not use the Crescendo Software in conjunction with any Personal Data.

3.2 Ensuring Lawful Processing. Crescendo has taken several steps and incorporated several features as part of the Services to help Subscriber ensure that a lawful basis exists with respect to the Processing of any Personal Data.

3.2.1 Data Subject Website Pop-Up. Each visitor from an EU-Based IP Address will be presented with a pop-up box on the Website to obtain consent from a Website visitor as to the Website's Privacy Statement. The Parties agree that the Website Privacy Statement shall be in form consistent with that found in links contained in the footer of the website www.giftplanning.com (Crescendo's sample website) and may only be modified if approved at Crescendo's sole discretion.

3.2.1. Controller Email Lists. Each time that Subscriber's staff uploads an email distribution list to the CresManager, Subscriber's staff will be prompted to confirm certain requirements about the nature of any such list, including that Subscriber is compliant with GDPR with respect to each Data Subject whose information is contained on such list.

3.2.2 Data Subject Email Control. The GiftLegacy Website will include features that give a Data Subject control to manage their email preferences on a granular basis (allowing for opt-in/opt-out) which may include (depending on the Services utilized by Subscriber) control over one or more of the following: the GiftLegacy newsletters, special email blasts and/or GiftLaw advisor newsletters.

3.3 Crescendo Acting as Controller. In very limited circumstances, Crescendo may be acting as a controller (such as relates to billing communications, including invoices, sent to persons affiliated with Subscriber). Notice is hereby given that, beginning on May 25, 2018, CresManager access will no longer be available within the European Union. Each person who is given access to the CresManager will be presented with a notice and consent in such form as may be found on Exhibit A, however, Crescendo reserves the right to modify this notice and consent in its absolute discretion.

SECTION 4 - RIGHTS OF DATA SUBJECTS. In the event Subscriber receives a request from a Data Subject for a report of or to access, correct or delete that person's Personal Data or if a Data Subject objects to the Processing thereof ("Data Subject Request") then, taking into account the nature of the Processing, Crescendo shall assist Subscriber by appropriate Technical and Organizational Measures, insofar as this is possible, for the fulfillment of Subscriber's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Subscriber, in its use of the Services, does not have the ability to address a Data Subject Request, Crescendo shall, upon Subscriber's request, provide commercially reasonable efforts to assist Subscriber in responding to such Data Subject Request, to the extent Crescendo is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Subscriber shall be responsible for any costs arising from Crescendo's provision of such assistance. Should Subscriber need Crescendo's assistance in conjunction with a Data Subject Request, Subscriber shall direct all requests to Crescendo's GDPR Compliance Officer and such requests shall be in writing sent by email to GDPR@cresmail.com. Crescendo is not responsible for responding to any Data Subject Requests submitted by Subscriber that are not correctly submitted as described herein.

SECTION 5 - CRESCENDO PERSONNEL AND CONFIDENTIALITY. Crescendo shall: (i) ensure its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements; (ii) take reasonable steps to ensure the reliability of any Crescendo personnel engaged in the Processing of Personal Data; and (iii) ensure that Crescendo's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

SECTION 6 – SECURITY AND REPORTING OF SECURITY INCIDENTS. Crescendo shall maintain appropriate Technical and Organizational Security Measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Subscriber Data), confidentiality and integrity of Subscriber Data. Crescendo regularly monitors compliance with these measures. Crescendo will not materially decrease the overall security of the Services during Subscriber's term for services. Crescendo maintains security incident policies and procedures and shall notify Subscriber after becoming aware of the unauthorized disclosure of, or access to Subscriber Data, including Personal Data, transmitted, stored or otherwise Processed by Crescendo (a "Subscriber Data Incident"). Crescendo shall make reasonable efforts to identify the cause of such Subscriber Data Incident and take those steps as Crescendo deems necessary and reasonable in order to remedy the cause of such incident to the extent that remediation is within Crescendo's reasonable control. Notwithstanding the foregoing, Crescendo's obligations shall not apply to incidents arising from any actions of Subscriber, anyone acting on behalf of Subscriber or a Data Subject.

SECTION 7 - RETURN AND DELETION OF CUSTOMER DATA. Following cancellation of the Services, Crescendo will remove Subscriber Data from Crescendo's servers in such timing as would be considered reasonable given certain factors such as the nature and timing of the cancellation, the complexity of any ongoing needs of Subscriber, the nature and complexity of Subscriber Data and Subscriber's use of the Services as well as the operations of the technology managed by Crescendo.

SECTION 8 - LIMITATION OF LIABILITY. Each party's liability, taken together in the aggregate, arising out of or related to this DPA whether in contract, tort or under any other theory of liability, is subject to the Limitations of Liability section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party under any Agreements (together with this DPA together) between Crescendo and Subscriber.

SECTION 9 – COOPERATION FROM CRESCENDO. Upon Subscriber's request, Crescendo shall provide Subscriber with reasonable cooperation and assistance needed to fulfill Subscriber's obligations under the GDPR to carry out a data protection impact assessment related to Subscriber's use of the Services, to the extent Subscriber does not otherwise have access to the relevant information, and to the extent such information is available to Crescendo. Crescendo shall provide reasonable assistance to Subscriber in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks, to the extent required under the GDPR. To the extent legally permitted, Subscriber shall be responsible for any costs arising from Crescendo's provision of such assistance.

SECTION 10 - LEGAL EFFECT. This DPA shall only become legally binding between Subscriber and Crescendo in accordance with the formalities established in the preamble of this DPA. In the event that any signed writing referenced in this DPA is required, such writing shall only become effective if the person signing on behalf of Subscriber is the same person or in the same position as the person who signed any Letter of Agreement between the Parties, if applicable, and on behalf of Crescendo the person authorized to sign is Crescendo's Chief Legal Officer.

SECTION 11 – UPDATES TO DPA. The Parties agree that European Union guidance with respect to GDPR implementation may be fluid in nature and, to the extent that changes to this Addendum are necessitated by: (i) updated EU guidance; (i) changes to any Agreement; or (iii) either Crescendo or Subscriber have needs not met by this DPA, then the Parties agree that Crescendo may update the terms of this DPA provided that Crescendo gives notice to Subscriber by updating this document at crescendoninteractive.com/terms.

Effective Date: 12.31.2024

Exhibit A
CRESMANAGER ACCOUNT NOTICE AND CONSENT

(Applicable to Subscriber's Staff with Respect to Any CresManager Accounts)

HOW CRESCENDO USES YOUR DATA

At Crescendo, we care about your privacy. The following explains the information that we collect about individuals who utilize the CresManager to access Crescendo services. We need to process certain information about you to provide you with service. By accepting our terms of use, you are confirming that you have read and understand this policy, including how we will use your information:

Please check the box below and click the button to indicate that you agree to the following:

1. CresManager Account. Crescendo offers services related to major, blended and planned gifts fundraising. The "CresManager" is a password-protected, online portal that allows an individual user to access certain features associated with Crescendo's services. In order to access the CresManager an individual must have a CresManager account. If you have or will establish a CresManager account, more than likely you are employed by an organization that uses either Crescendo's GiftLegacy, GiftLaw, GiftCollege services or one or more variations of Crescendo's online software products.

2. CresManager Terms. By agreeing to these terms, you will be allowed to use the CresManager and you agree that your use will comply with the Terms of Service related to any Crescendo services accessible to you by way of the CresManager.

3. Collection of Your Information. Crescendo collects and uses information about you as follows:

a. Account Creation. In order to establish a CresManager account, Crescendo requires certain information about you. That information includes: (i) your first and last name; (ii) your employer; (iii) your job title; (iv) the address of the physical location where you work; (v) your email address; and (vi) a phone number.

b. Account Utilization. Crescendo will collect the following information about your use of the CresManager: (i) the time and date your account was created; (ii) the time, date and IP address used every time you log in to the CresManager; and (iii) device-specific information with each login (such as the kind of device and operating system you are using).

4. Crescendo's Use of Your Information. Crescendo will only use your information consistent with the following purposes: (a) to deliver CresManager-related services to you and your employer (your information will be included in a CresManager database to facilitate account access, our billing system and a related contact management system); (b) to ensure the security of the CresManager and the integrity of your account; (c) to keep you informed about Crescendo's services including educational opportunities such as webinars, seminars, Crescendo's annual conference and Crescendo's weekly email newsletter ("E-Notes"); (d) to keep in touch with you about breaking news in the area of planned giving (such as Internal Revenue Service updates to the Section 7520 rate); and (e) if your employer listed you as a point of contact for billing purposes related to any Crescendo services, then you will receive information consistent with account billing.

5. Privacy Protections. Crescendo will not sell or share your information with any third party. You will be able to manage your preferences related to emails in order to opt-out of future emails sent from Crescendo except that you will not be able to opt-out of billing-related emails as long as you remain listed as the billing contact on an active account (including for services provided to your employer).

6. Processing of Data. This section will serve as notice of the following: (i) by creating a CresManager account, your personal information will be processed in the United States; (ii) Crescendo is based in Camarillo, California and uses Amazon Web Services (AWS) to provide infrastructure management of the GiftLegacy websites, CresManager, CresPro and related software systems; (iii) we also utilize an industry-leading CRM service that is connected to and is an integral part of our account management system; (iv) we will not knowingly transfer or store any of your information outside of the U.S.; (v) Crescendo uses secure methods to process credit card payments for services; and (vi) Crescendo will maintain information on our live databases related to Account Creation and Account Utilization for as long as your account remains active and for such time as is appropriate following deactivation of your account.

7. CresManager and GDPR. The CresManager is not accessible to persons who Crescendo believes are located within the European Union (EU). Crescendo has deployed certain technologies to block the use of the CresManager within the EU. You agree that you will not access the CresManager from within the EU.

8. CresManager and State Privacy Laws. Certain states have provided consumers with specific rights and protections regarding their personal information, for more information please review our Privacy Policy. While some state consumer privacy laws exempt nonprofits, in the event that Subscriber is an entity subject to such laws, Subscriber takes responsibility for its own actions in compliance.

Effective Date: 12.31.2024