



## DATA SUB-PROCESSING ADDENDUM

### EVS AS PROCESSOR – PROVIDER AS SUB-PROCESSOR

#### 1. SCOPE

1.1. This Data Sub-Processing Addendum shall apply with the framework the provision of services related to EVS SaaS platform (the "Services") to be provided by you ("Provider") to EVS Broadcast Equipment SA or any of its affiliates ("EVS") based on existing contractual provisions (the "Principal Agreement") in accordance with Data Protection Laws. This Data Sub-Processing Addendum supersedes any other terms and conditions of Provider relating to a similar subject matter, even if these have not been specifically rejected by EVS. The provisions of the Principal Agreement that are not expressly modified by this Addendum shall remain unchanged and in force for the duration of the Principal Agreement.

#### 2. DEFINITIONS

2.1. Except when expressly specified otherwise in this Addendum, the capitalized terms shall have the meaning set forth in the Principal Agreement.

#### 3. MODIFICATIONS OF THE PRINCIPAL AGREEMENT

It is hereby agreed to add the following provisions to the Principal Agreement in a new Clause related to data protection and privacy:

##### **Data Protection and Privacy**

###### **1 Definitions**

For the purposes of this Clause 1, the following capitalized terms shall have the meaning specified below:

- (a) "**Data Protection Law**" means the EU General data Protection Regulation 2016/679; together with all other applicable legislation relating to privacy or data protection and the terms "personal data", "personal data breach", "data subject", "controller", "processor" and "process" (and its derivatives) shall have the meanings given them in the Data Protection Laws
- (b) "**EU SCC**" shall mean the standard contractual clauses annexed to the European Commission Implementing Decision of 4 June 2021 on 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. "Module One", "Module Two", "Module Three" and "Module Four" shall refer to the respective Modules set forth therein and the relevant terms thereof.
- (c) "**Instructions**" means the documented instructions from EVS to the Provider (as may be received by Customer) as attached to this Addendum in Annex 1;
- (d) "**Purposes**" shall mean the limited, specific and legitimate purposes of the Processing, namely the performance of the Services;
- (e) "**Restricted Transfer**" means a transfer of personal data from the European Economic Area to a country outside of the European Economic Area which does not ensure an adequate level of data protection and where no appropriate safeguard exists.

###### **2 Qualification**

For the avoidance of doubt, the Parties acknowledge that where Data Protection Law applies, EVS acts as the Processor of Personal Data to be processed, and Provider acts as (one of) its Subprocessor(s); while the customer of EVS using the EVS SaaS platform (hereinafter the "Customer") acts as the Controller. Accordingly, Customer remains solely responsible for determining the means and the purposes of the Processing of Personal Data by both EVS and the Provider.

###### **3 Processing of Personal Data**

Any Processing of Personal Data by the Provider in respect of which the Provider acts as Subprocessor on behalf of EVS shall be carried out in accordance with the Data Protection Law and the provisions of this Clause 3.

Provider agrees to comply with the requirements of the Data Protection Law with respect to the Processing of Personal Data.

Without prejudice to the independence of the Parties, the Personal Data shall only be processed in accordance with the instructions of EVS (defined by the Customer) and solely for the Purposes, to the exclusion of any other purposes. EVS hereby generally instructs the Provider to process Personal Data for the Purposes and to the extent necessary to provide the Services in compliance with Provider's obligations under this Addendum.

Without prejudice to the independence of the Parties, Provider represents and warrants that Provider and any person acting under the authority of or on behalf of EVS and having access to the Personal Data shall only process the Personal Data in accordance with the instructions of EVS (based on instructions of Customer), except in case of a legal obligation, and in accordance with the Data Protection Law. To this end, Provider shall inform all persons acting under its authority and having access to the Personal Data about the provisions of Data Protection Law.

###### **4 Restricted transfer**

The parties agree that when the transfer of Personal Data from EVS (as "data exporter") to the Provider (as "data importer") is a Restricted Transfer and Data Protection Law requires that appropriate safeguards are put in place, it shall be subject to the appropriate EU SCC, which shall be deemed incorporated into and form a part of this DPA, as follows:

- Module Three will apply;
- in Clause 7, the optional docking clause will apply;
- in Clause 9, Option 1 will apply, and the time period for prior notice of Subprocessor changes shall be one month;
- in Clause 11, the optional language will not apply;
- in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Belgian law;
- in Clause 18(b), disputes shall be resolved before the courts of Belgium;
- Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I of this DPA, as applicable; and
- Annex II of the EU SCCs shall be deemed completed with the information set out in Article 6 of this DPA.

It is not the intention of either party to contradict or restrict any of the provisions set forth in the EU SCC and, accordingly, if and to the extent the EU SCC conflict with any provision of the Agreement (including this DPA) the EU SCC shall prevail to the extent of such conflict.

###### **5 Subprocessing – Onward transfer of Personal Data**

The Provider acknowledges that Personal Data cannot be the object of a Restricted Transfer, except with the prior express written approval of EVS. The Provider shall not engage any further Subprocessor without prior specific written authorisation of EVS. Where the Provider engages a Subprocessor for carrying out specific processing activities on behalf of EVS and/or Customer, the same data protection obligations as contained herein shall be imposed on that Subprocessor by way of a written agreement, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Provider shall remain in any event fully liable to EVS for the performance of such Subprocessor's obligations.

With respect to each subsequent Subprocessor, Provider shall:

- (i) carry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by this Addendum;
- (ii) ensure that the EU SCC are at all relevant times signed between Provider and its Subprocessor if the engagement of such Subprocessor involves a Restricted Transfer;
- (iii) provide to EVS for review such copies of the agreements with Subprocessors (which may be redacted to remove confidential commercial information not relevant to the requirements of this Addendum) as EVS may request from time to time.

The Provider shall not communicate, disclose or transfer, either free of charge or in return for payment, the Personal Data to any other legal person or individual, except pursuant to the prior written instructions of EVS and except where such communication, disclosure or transfer: (i) is necessary to perform the Services or for the Purposes; or (ii) is required by any applicable law, regulation, or governmental authority in which case the Provider will, wherever possible, notify EVS promptly in writing prior to complying with any such request for communication, disclosure or transfer and shall comply with all reasonable directions of EVS with respect to such communication, disclosure or transfer.

###### **6 Security**

The Provider shall ensure – having regard to the state of technological development and the cost of implementing any such measures as well as the sensitive nature of the Personal Data to be processed – that appropriate technical and organizational measures are taken against accidental or unauthorized destruction, accidental loss, as well as against alteration of, access to and any other unauthorized processing of the Personal Data. Without limitation to the foregoing and without prejudice to those obligations contained in the applicable policies (if any) which may be communicated from time to time to the Provider, the Provider shall, in particular, take adequate technical and organizational measures to:

- i. ensure that access to the Personal Data is only granted to persons acting under its authority and strictly on a need-to-know basis;
- ii. deny unauthorized persons access to data processing systems within which the Personal Data is processed;
- iii. prevent the use of data processing systems by unauthorized persons;
- iv. ensure that persons authorized to use a data processing system are only able to access the Personal Data to which their access privileges apply;



## DATA SUB-PROCESSING ADDENDUM

### EVS AS PROCESSOR – PROVIDER AS SUB-PROCESSOR

- v. ensure that the Personal Data cannot be read, copied, modified or removed without authorization of the Provider during electronic transfer or during transport or storage on data media and that it is possible to check and determine to whom communication of the Personal Data is made through data transfer facilities;
- vi. ensure that the Personal Data is only processed in accordance with EVS' (based on Customer's) instructions;
- vii. ensure the reliability of any employee, agent or contractor of Provider or any Subprocessor and that they are subject to confidentiality obligations;
- viii. ensure that the Personal Data is protected against accidental destruction or loss;
- ix. ensure that pseudonymisation and encryption of Personal Data are used where possible; and
- x. ensure that Personal Data processed for other purposes can be processed separately.

Provider shall adapt such measures systematically to the development of regulations, technology and other aspects and supplemented with the applicable technical and organizational measures of Subprocessors, as the case may be.

#### 7 Cooperation

Provider shall provide in a prompt manner such co-operation as is reasonably necessary to enable EVS and/or Customer to ensure compliance with the Data Protection Law and to the extent the necessary information is solely in the possession of Provider or its Subprocessors, including but not limited to providing co-operation where EVS and/or Customer must respond to requests for exercising the Data Subject's rights granted by Data Protection Law. In particular, Provider shall:

- i. without undue delay notify EVS if Provider or any Subprocessor receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and
- ii. ensure that Provider and/or any Subprocessor only responds to such request upon express written instructions of EVS and/or Customer or as required by applicable laws.

Provider shall as soon as reasonably practicable and in any event in a manner that conforms to any time-scales set out in the Data Protection Law, provide EVS with a copy of the Personal Data that it processes, correct or delete any inaccuracies in Personal Data, as directed by Customer

#### 8 Personal Data Breach

In case of any Personal Data Breach, Provider shall without delay, and, in any case, within 24 hours after having become aware of it, notify EVS of such breach. The notification must, at least, describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned, describe the likely consequences of the Personal Data Breach, describe the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Provider shall co-operate with EVS and take such steps as are directed by EVS and/or Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

#### 9 Audit and inspection

Provider shall, at the request of EVS, make available to EVS information reasonably requested by EVS to demonstrate Provider's compliance with its obligations relating to the Processing of Personal Data on behalf of EVS and/or Customer. Such audit shall be performed by EVS or a third party (selected by EVS and reasonably acceptable to the Provider) to act on its behalf, at EVS' expense, at the Provider's offices or at another mutually agreed location during normal business hours upon fifteen (15) days prior written notice and shall make reasonable endeavors to avoid causing any damage, injury, or disruption in EVS' premises, equipment, personnel and business while its personal are on those premises in the course of such an audit or inspection. Audit reports shall only include detail sufficient to verify EVS' compliance with its obligations under this Clause 9.

#### 10 Data Protection Impact Assessment

The Provider shall reasonably assist EVS and/or Customer with any relevant data protection impact assessment and prior consultations with Supervisory Authorities or other competent data privacy authorities that would be required under Articles 35 or 36 of the GDPR, subject to terms and conditions and fees to be agreed upon on a case-by-case basis.

#### 11 Deletion or return of Personal Data

The Provider shall ensure that any copies of Personal Data in its possession are promptly, and in any event within one month of the date of potential cessation of any Services, returned to EVS or destroyed (at EVS' option) upon EVS' request and/or when they are no longer required for the performance of Provider's obligations under the Principal Agreement, whichever occurs first, and Provider shall delete existing copies unless Data Protection Law requires storage of the Personal Data.

#### 12 Liability

The Provider shall be liable for the Processing of the Personal Data which is consigned to it by EVS. The Provider undertakes to indemnify and hold harmless EVS, its directors and employees against any and all costs, charges, damages, expenses and losses (including costs incurred in recovering same), that are incurred by EVS as a result of any breach by the Provider or any of its Subprocessors of any representation or warranty contained herein or the failure to comply with any of its obligations contained herein.

#### 13 Modifications of the applicable Data Protection Law

EVS may, by providing at least thirty (30) calendar days' written notice to the Provider, make variations to or replace the template EU SCC and enter into amended or new EU SCC as per Clause 4, subsection (ii), where such variations or replacements are required as a result of any change in, or decision of a competent authority under, the Data Protection Law, to allow the Restricted Transfers to be made (or continue to be made) in compliance with the Data Protection Law.

Each Party may propose any variations to this Addendum where such Party reasonably considers to be necessary to address the requirements of any Data Protection Law.

#### 4. ENTRY INTO FORCE

This Addendum enters into force at the date Provider starts providing the Services to EVS and remains into force for the entire duration of the Principal Agreement.

### ANNEX 1: Instructions

1. Nature and purpose of the Processing: Personal Data will be Processed for the purposes of the provision of the services necessary to the functioning, hosting and maintenance of the EVS SaaS platform, as set forth under the Principal Agreement and any other Processing of Personal Data agreed upon between the Parties.
2. Type of Personal Data: The Personal Data transferred concerns all relevant information that is required to deliver the requested services, which may include (a subset of) the following categories of data:
  - a) Personal details such as name
  - b) Contact details such as e-mail address
  - c) Authentication Credentials to use the EVS SaaS Platform, such as login details, username, IP address, etc.
  - d) Activities performed by Customer users in their use of the EVS SaaS Platform.
  - e) Video content and images, and data related to it (thumbnails, metadata, etc.)
  - f) Any other category of Personal Data agreed upon between Parties in the relevant statement of work or any other document of the Principal Agreement.
3. Categories of Data Subject: employees and consultant of the Customer and if applicable, persons identified or identifiable through Customer's video content and images.
4. Duration of the Processing: The duration during which the Processing of Personal Data by EVS is allowed corresponds the duration of the Principal Agreement.
5. Permitted purposes: All the Processing strictly necessary with regard to the nature and purpose of the Processing, as set forth in section 1 of the present Annex 1 including: data consultation, storage, etc.