DATA PROCESSING ADDENDUM
EVS AS PROCESSOR – CUSTOMER AS CONTROLLER

1. SCOPE

1.1. This Data Processing Addendum shall apply with the framework the provision of support, trade-in and video production management services (the "services") to be provided by EVS Broadcast Equipment SA or any of its affiliates ("EVS") to you ("Customer") based on existing contractual provisions (the "Principal Agreement") in accordance with the Data Protection Law. This Data Processing Addendum supersedes any other terms and conditions of Customer 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 the Customer to EVS 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.

(f) "**Subprocessor**" shall mean any person (excluding an employee of EVS) appointed by or on behalf of EVS to process Personal Data on behalf of Customer in connection with the Principal Agreement.

2 Qualification

For the avoidance of doubt, the Parties acknowledge that where Data Protection Law applies, Customer acts as the Controller and EVS as the Processor of Personal Data to be processed. Accordingly, Customer remains solely responsible for determining the means and the purposes of the EVS' Processing of Personal Data under this Addendum.

3 Processing of Personal Data

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

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

Customer warrants that it owns or has obtained all necessary rights and/or consents and provided all necessary notices to Data Subjects as required by applicable Data Protection Law, with respect to any Personal Data and to the extent necessary for the Parties to Process such Personal Data, and that EVS' use of any EVS Personal Data in accordance with the Principal Agreement will not violate any applicable law, rule or regulation. Furthermore, Customer warrants that: (i) EVS' Processing of any Personal Data in accordance with any Customer instruction shall be in compliance with applicable Data Protection Law; and (ii) prior to transmitting Personal Data to EVS, Customer shall inform EVS of any applicable requirements pertaining to the transmitted Personal Data. Customer shall be responsible for all liability and shall indemnify and hold EVS harmless from

and against all claims and damages, due to a breach of the foregoing warranties.

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

Without prejudice to the independence of the Parties, EVS represents and warrants that EVS 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 Customer, except in case of a legal obligation, and in accordance with the Data Protection Law. To this end, EVS shall inform all persons acting under its authority and having access to the Personal Data about the provisions of Data Protection Law.

If the Data Protection Laws apply to the Processing of Personal Data, and Customer is itself a processor, Customer warrants to EVS that Customer's instructions with respect to Personal Data have been authorized by the applicable controller, including the appointment of EVS as another processor or Subprocessor.

4 Restricted transfer

In the event EVS further proceeds to a Restricted Transfer (in accordance with article 5), the Parties agree that EVS will act as a data exporter and shall be solely responsible for complying with the obligations applicable to data exporter pursuant to Data Protection Laws and Regulations, including but not limited to:

    i. The obligation to provide an adequate level of protection to any Personal Data that is transferred;

    ii. The obligation to sign the appropriate module of the EU SCC with the data importer;

    iii. If deemed necessary, the obligation to perform a data transfer impact assessment prior to any Restricted Transfer of Personal Data to a third party;

    iv. The obligation to implement all necessary supplementary measures (contractual, technical and organizational) to secure Restricted Transfers.

EVS represents and warrants that neither EVS nor – to its knowledge - any of its Sub-processor have received a request from any public or governmental authority to access European Personal Data Processed by EVS or its Sub-processor(s) in connection with the Services or substantially similar services for other clients.

EVS represents and warrants that no other entity of the group of companies to which it belongs established outside Europe has a sufficient degree of control over EVS that would enable it to compel EVS to communicate personal data to this entity in case the latter wishes to voluntarily cooperate or is legally required to cooperate with any public or governmental entity in the context of a request of access to European and/or Swiss Personal Data Processed by EVS.

5 Subprocessing – Onward transfer of Personal Data

Customer agrees that EVS may use Subprocessors to fulfill its contractual obligations under this DPA or to provide certain services on its behalf, such as providing storage services. Annex 2 lists Subprocessors that are engaged by EVS to carry out processing activities on Personal Data on behalf of Customer. Such Annex 2 shall be updated from time to time to reflect changes in Subprocessors. Where EVS engages a Subprocessor for carrying out specific processing activities on behalf of Customer, similar 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.

With respect to each Subprocessor, EVS shallcarry out adequate due diligence to ensure that the Subprocessor is capable of providing the level of protection for Personal Data required by this Addendum.

If the Customer reasonably objects to the Processing of Personal Data by one or more Subprocessors, then the Customer shall notify EVS in writing (including e-mail) within 90 (ninety) calendar days after the publication of the use of such Subprocessor on EVS website.

In the event Customer objects to a Subprocessor, EVS will use reasonable efforts to change the affected services or to recommend another commercially reasonable change to the Customer's use of the affected services to avoid the Processing of Personal Data by the Subprocessor concerned. If EVS is unable to make available or propose such change within (60) calendar days, the Customer may terminate the relevant part of the Principal Agreement regarding those services which cannot be

DATA PROCESSING ADDENDUM
EVS AS PROCESSOR – CUSTOMER AS CONTROLLER

provided by EVS without the use of the Subprocessor concerned. To that end, the Customer shall provide written notice of termination taking into account a notice period of 6 months and providing a reasonable motivation for non-approval.

EVS 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 where such communication, disclosure or transfer: (i) is necessary to perform the Services or for the Purposes, subject to the limitations set forth in the present Addendum; or (ii) is required by any applicable law, regulation, or governmental authority in which case EVS will, wherever possible, notify Customer promptly in writing prior to complying with any such request for communication, disclosure or transfer and shall comply with all reasonable directions of Customer with respect to such communication, disclosure or transfer.

6 Security
EVS 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 EVS, EVS 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. prevent the use of data processing systems by unauthorized persons ;
iii. ensure that the Personal Data cannot be read, copied, modified or removed without authorization EVS 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;
iv. ensure that the Personal Data is only processed in accordance with Customer's instructions;
v. ensure the reliability of any employee, agent or contractor of Customer or any Subprocessor and that they are subject to confidentiality obligations;
vi. ensure that the Personal Data is protected against accidental destruction or loss.

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

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

EVS shall conform to any time-scales set out in the Data Protection Law for Data Processor and, if applicable, correct or delete any inaccuracies in Personal Data, as directed by Customer.

8 Personal Data Breach
In case of any Personal Data Breach, EVS shall promptly notify Customer 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.

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

9 Audit and inspection
EVS shall, at the request of Customer, no more frequently than once annually, make available to Customer information reasonably requested by Customer to demonstrate EVS' compliance with its obligations relating to the Processing of Customer's Personal Data. Such audit shall be performed by Customer or a third party (selected by Customer and reasonably acceptable to EVS) to act on its behalf, at Customer's expense, at EVS' offices or at another mutually agreed location during normal business hours upon thirty (30) 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.

For the performance of the audit or inspection, Customer will give a list of authorized person(s) ("**Authorized Person**"). EVS undertakes to give access to its premises to the Authorized Person provided that such Authorized Person:

(i) produces reasonable evidence of identity;
(ii) works during normal business hours of EVS unless the audit needs to be conducted on an emergency basis.

10 Data Protection Impact Assessment
EVS shall reasonably assist 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
EVS shall ensure that any copies of Personal Data in the possession of EVS are promptly, and in any event within one month of the date of potential cessation of any services, returned to Customer or destroyed upon Customer's request and/or when they are no longer required for the performance of EVS' obligations under the Principal Agreement, whichever occurs first, and EVS shall delete existing copies unless Data Protection Law requires storage of the Personal Data.

12 Liability
EVS shall be liable for the Processing of the Personal Data which is consigned to it by Customer. EVS undertakes to indemnify and hold harmless Customer, its directors and employees against any and all costs, charges, damages, expenses and losses (including costs incurred in recovering same), that are incurred by Customer as a result of any breach by EVS of any representation or warranty as contained herein or the failure to comply with any of its obligations as contained herein. EVS shall remain in any event fully liable to Customer for the performance of such Subprocessor's obligations. In any event, the aggregate maximum liability of EVS as Processor of Personal Data under the present Addendum shall be limited to the lower of (i) the price paid by the Customer to EVS under the Principal Agreement in the 12-month period immediately preceding the earliest event giving rise to the liability, or (ii) EUR 10,000.

13 Modifications of the applicable Data Protection Law
EVS may, by providing at least thirty (30) calendar days' written notice to the Customer, make variations to or replace the template EU SCC and enter into amended or new EU SCC as per Clause 5, 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 r 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 EVS starts providing the Services to Customer and remains into force for the entire duration of the Principal Agreement.

DATA PROCESSING ADDENDUM
EVS AS PROCESSOR – CUSTOMER AS CONTROLLER

ANNEX 1: Instructions

1. *Nature and purpose of the Processing: Personal Data will be Processed for the purposes of the performance of the services under the Principal Agreement including the following purposes:*
   a) *Provision of appropriate support services depending on the issue at stake*
   b) *Provision of video production management services*
   c) *Provision of appropriate trade-in services*
   d) *Management and follow-up of Customer's requests, history and equipment in this respect*
   e) *Provision of Software as a Service*
   f) *Continuous improvement of the services*
   g) *Compliance with Data Protection Law, information security requirements and service level agreements*
   h) *Claims management with and between the Customer, EVS, the Data Subject(s) and/or third parties, including beyond termination of the Agreement for any reason whatsoever*
   i) *Any other purpose of Processing of Personal Data agreed upon between Parties in the relevant statement of work or any other document of the Principal Agreement.*
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, birth date, etc.*
   b) *Contact details such as address, e-mail address, telephone number, etc.*
   c) *Authentication Credentials to use the Services, such as username, IP address, PC Name, etc.*
   d) *Activities performed by Customer users in their use of the Services and/or SaaS.*
   e) *Video content and images, and data related to it (thubnails, 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.*

ANNEX 2: EVS SUBPROCESSORS

Support, rental:

Company name	Nature of service
Harmonic	*Potential Subprocessor, in the event support services are performed by Harmonic in relation with Harmonic parts contained in the Products*
Arista	*Potential Subprocessor, if support services are performed by Arista in relation with Arista parts contained in the Products*
NSI Software Services	*Consultancy services to EVS on an ad-hoc basis*

C-Cast:

AWS Cloud
Brightcove

MediaHub:

Company name	Nature of service
AWS Cloud	*Cloud provider*
Alibaba	*Cloud provider*
GTT (Interroute)	*Proxy streaming server*
Google analytics	*Collection of information about SaaS usage*
Aspera	*File accelerator*
NSI Software Services	*Consultancy services to EVS on an ad-hoc basis*
Approach	*Consultancy services to EVS on an ad-hoc basis*
Wasabi	*Archive system*