

- Data Processing Addendum MediaLab -

Article 1 Definitions

1.1. In this Processor's Addendum, capitalized words and expressions, whether in single or plural, have the meaning specified as set out below:

Annex: appendix to this Processor's Addendum which forms an integral part of it;

Personal Data: all information relating to an identified or identifiable natural person as referred to in Section 4(1) GDPR;

Process: as well as conjugations of this verb: the processing of Personal Data as referred to in Section 4(2) GDPR;

Processor's

Addendum: this present addendum including Annexes;

Sub Processor: the sub-contractor hired by MediaLab, that Processes Personal Data in the context of this Processor's Agreement on behalf of the Controller, as referred to in Section 28(4) GDPR.

Agreement: the Agreement including Terms of Use.

1.2. The provisions of the Agreement apply in full to this Processor's Agreement. In case provisions with regard to the Processing of Personal Data are included in the Agreement, the provisions of this Processor's Agreement prevail.

Article 2. Purpose of Personal Data Processing

2.1. The Client and MediaLab have concluded the present Processing Addendum for the Processing of Personal Data in the context of the Agreement. An overview of the type of Personal Data, categories of data subjects and the purposes of Processing, is included in Annex 1.

2.2. The Client is responsible and liable for the processing of Personal Data in relation to the Agreement and guarantees that Processing is in compliance with all applicable legislation, including the GDPR. The Client will unconditionally indemnify and hold harmless MediaLab against any and all claims of third parties, those of the data protection authority in particular, resulting in any way from not complying with this guarantee.

- 2.3. MediaLab undertakes to Process Personal Data only for the purpose of the activities referred to in this Processor's Addendum. MediaLab guarantees that it will not use Personal Data which it Processes in the context of this Processor's Addendum for its own or third-party purposes without the Client's express written consent unless a legal provision requires MediaLab to do so. In such case, MediaLab shall immediately inform the Client of that legal requirement before Processing, unless that law prohibits such information on import grounds of public interest.

Article 3. Technical and organizational provisions

- 3.1. MediaLab will, taking into account the nature of the Processing and insofar as this is reasonably possible, assist the Client in ensuring compliance with the obligations pursuant to the GDPR to take appropriate technical and organizational measures to ensure a level of security appropriate to the risk. These measures will guarantee an appropriate level of security, taking into account the state of the art and the costs of implementation, in view of the risks entailed by Personal Data Processing and the nature of the data to be protected. MediaLab will in any case take measures to protect Personal Data against accidental or unlawful destruction, accidental or deliberate loss, forgery, unauthorized distribution or access, or any other form of unlawful Processing.
- 3.2. MediaLab will provide a document which describes the appropriate technical and organizational measures to be taken by MediaLab. This document will be attached to this Processor's Addendum as Annex 2.

Article 4. Confidentiality

- 4.1. MediaLab will require the employees that are involved in the execution of the Agreement to sign a confidentiality statement – whether or not included in the employment agreement with those employees – which in any case states that these employees must keep strict confidentiality regarding Personal Data.

Article 5. Personal Data Processing outside Europe

- 5.1. MediaLab may be permitted to transfer Personal Data outside the European Economic Area if this is done in compliance with the applicable statutory obligations.

Article 6. Sub-processors

- 6.1. MediaLab is entitled to outsource the implementation of the Processing on the Client's instructions to Sub-processors, either wholly or in part, the current of which are described in Annex 3. In case MediaLab wishes to change this, MediaLab will inform the Client of any such intended changes. The Client may object to such changes within five (5) working days. MediaLab will respond to the objection within seven (7) working days.
- 6.2. MediaLab will use reasonable efforts to obligate each Sub-processors to contractually comply with the confidentiality obligations, notification obligations and security measures relating to the Processing of Personal Data, which obligations and measures must at least comply with the provisions of this Processor's Addendum. The Client acknowledges that it will not always be possible that every Sub-processor will agree with the same obligations as stated in this Addendum and agrees that, where applicable, MediaLab may enter into the standard data processing agreements of such Sub-Processors and may invoke these contractual provisions against Client.

Article 7. Liability and Indemnification

- 7.1. The limitation of liability and indemnification provisions of the Agreement apply accordingly to MediaLab with regard to this Processor's Addendum.

Article 8. Personal Data Breach

- 8.1. In the event MediaLab becomes aware of any incident that may have a (significant) impact on the protection of Personal Data, i) it will notify the Client without undue delay and ii) will take all reasonable measures to prevent or limit (further) violation of the GDPR.
- 8.2. MediaLab will, insofar as reasonable, provide all reasonable cooperation requested by the Client in order for the Client to comply with its legal obligations relating to the identified incident. MediaLab may attach (financial) conditions to such cooperation.
- 8.3. MediaLab will, insofar as reasonable, assist the Client with the Controller's notification obligation relating to Personal Data to the Data Protection Authority and/or the data subject, as meant in Section 33(3) and 34(1) GDPR. MediaLab is never held to report a personal data breach with the Data Protection Authority and/or the data subject.

- 8.4. MediaLab will not be responsible and/or liable for the (timely and correctly) notification obligation to the relevant supervisor and/or data subjects, as meant in Section 33 and 34 GDPR.

Article 9. Cooperation

- 9.1. MediaLab will, insofar as reasonably possible, provide all reasonable cooperation to the Client in fulfilling its obligation pursuant to the GDPR to respond to requests for exercising rights of data subjects, in particular the right of access (Section 15 GDPR), rectification (Section 16 GDPR), erasure (Section 17 GDPR), restriction (Section 18 GDPR), data portability (Section 20 GDPR) and the right to object (Section 21 and 22 GDPR). MediaLab will forward a complaint or request from a data subject with regard to the Processing of Personal Data to the Client as soon as possible, as the Client is responsible for handling the request. MediaLab is entitled to charge any costs associated with the cooperation with the Client.
- 9.2. MediaLab will, insofar as reasonably possible, provide all reasonable cooperation to the Client in fulfilling its obligation pursuant to the GDPR to carry out a data protection impact assessment (Section 35 and 36 GDPR).
- 9.3. MediaLab will provide the Client with all the information reasonably necessary to demonstrate that MediaLab fulfils its obligations under the GDPR. Furthermore, MediaLab will – at the request of the Client – enable and contribute to audits, including inspections by the Client or an auditor that is authorized by the Controller. In case MediaLab is of the opinion that an instruction relating to the provisions of this paragraph infringes the GDPR or other applicable data protection legislation, MediaLab will inform the Client immediately.
- 9.4. In respect of the cooperation as referred to in this Article 9, MediaLab is entitled to charge any possible costs with the Controller.

Article 10. Miscellaneous

- 10.1. Without prejudice to the specific provisions of the Agreement, MediaLab will, at the first request of the Client, delete or return all Personal Data, and delete all existing copies, unless MediaLab is legally required or allowed under the Agreement to store (part of the) Personal Data.

- 10.2. The Client will adequately inform MediaLab about the (statutory) retention periods that apply to the Processing of Personal Data by MediaLab.
- 10.3. The obligations laid down in this Processor's Addendum which, by their nature, are designed to continue after termination will remain in force also after the termination of this Processor's Addendum.

ANNEX I: OVERVIEW PERSONAL DATA

TYPE OF PERSONAL DATA:

- personal data of The Client and/or customers and/or associates of the Client: name, e-mail address, title and business address
- media files which may include images of people involved in the media files itself which are being processed on behalf Controller

CATEGORIES OF DATA SUBJECTS:

- customers of controller
- people involved in the media

PURPOSES OF PROCESSING:

- performance of the Agreement

ANNEX II: SPECIFICATION OF THE SECURITY MEASURES

- ✓ Security information describing measures that MediaLab takes to secure Personal Data.
- ✓ All responsibilities, both at management level and at executive level, are clearly defined and invested.
- ✓ All employees of MediaLab (including external staff) receive suitable and regular training on the security and security procedures of the organization.
- ✓ IT facilities and equipment are physically protected against unauthorized access and against damage and malfunctions.
- ✓ There are procedures to allow authorized users to access the information systems and services they need for the performance of their tasks and to prevent unauthorized access to information systems.
- ✓ Activities that users perform with personal data are recorded in log files. The same applies to other relevant events, such as attempts to gain unauthorized access to personal data and disruptions that can lead to mutilation or loss of personal data.
- ✓ There are procedures for the timely and effective handling of security incidents and vulnerabilities in security as soon as they are reported.
- ✓ MediaLab has developed policies for the protection and confidentiality of personal data. The policy states that personal data will only be processed on behalf of the Controller.
- ✓ MediaLab is making use of the hosting services of Leaseweb and Microsoft (as mentioned in Annex III of this Addendum). Leaseweb and Microsoft are ISO 27001 certified.

ANNEX III OVERVIEW SUB-PROCESSORS

Infrastructure Sub-processors

Entity	Website	Role	Entity Country
Leaseweb Netherlands B.V.	Leaseweb.com	Datacenter co-location	The Netherlands
Microsoft	Microsoft.com	Cloud Service Provider	USA
PQR B.V.	PQR.com	IT services	The Netherlands

Service Sub-processors

Entity	Website	Role	Entity Country	Data Location
NewRelic	Newrelic.com	Monitoring	USA	EU
Mailgun Technologies, Inc.	Mailgun.com	Email processing	USA	EU
Pusher Ltd.	Pusher.com	Event processing	UK	EU
Auth0 Inc.	Auth0.com	SSO provider	USA	EU

Content Delivery Networks

Entity	Website	Entity Country	Data Location
Stackpath, LLC	Stackpath.com	USA	Global
BunnyWay d.o.o.	Bunny.net	Slovenia	Global
Cloudflare Ltd.	Cloudflare.com	United Kingdom	Global