

MediaLab

Terms of Use

MediaLab

Article 1. Definitions

1.1. In these Terms of Use, the capitalized words and expressions have the meanings specified as referred to below.

<i>Agreement:</i>	the agreement between the Client and MediaLab, pursuant to which the agreed amount of Users can gain access to the Platform and make use of the Service of MediaLab, to the extent applicable limited by the agreed maximum Storage space and Data Traffic;
<i>Client:</i>	the party that has concluded an Agreement with MediaLab and therefore is entitled to create Login Details for the agreed amount of Users;
<i>Contact:</i>	every natural person or legal entity with which party the User shares the Content as part of the Service by means of e-mail or otherwise;
<i>Content:</i>	all videos, images, audio, information and other materials published and/or distributed via the Platform by a User;
<i>Data traffic:</i>	the maximum amount of all in- and outbound traffic, if applicable, as laid down in the Agreement;
<i>Intellectual Property Rights:</i>	all intellectual property rights and related rights, including, but not limited to, copyrights, trademark rights, database rights, trade name rights and neighboring rights as well as rights to trade secrets and/or know-how;
<i>Login Details:</i>	the login credentials that can be generated by the Client for the agreed amount of Users pursuant to the Agreement, with which the User(s) designated by the Client can gain access to the Platform and make use of the Service;



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<i>MediaLab:</i>	the limited liability company incorporated under Dutch law MediaLab Online B.V., having its registered office and place of business in (1101CB) Amsterdam at the Hogehilweg 19, 4 th floor;
<i>Parties:</i>	the Client and MediaLab jointly;
<i>Platform:</i>	the secured and remotely accessible tool developed by MediaLab by which the Users can gain access via the Website and by means of their Login Details and enabling the Client to upload, view and share Content with Contacts as part of the Service;
<i>Service:</i>	the distant access and use by the Client of the Platform through the Website for purposes of uploading, viewing and sharing Content with Contacts , subject to the terms of these Terms of Use and the Agreement, as further described in Article 4;
<i>Storage:</i>	the maximum storage capacity in GBs available within the Platform, to the extent applicable, as laid down in the Agreement;
<i>Terms of Use:</i>	these terms of use of MediaLab;
<i>Transcoding:</i>	the available processing power to transcode videos and audio file to web supported files;
<i>User:</i>	a natural person that has been granted Login Details by the Client, which User can gain access to the Platform and subsequently submit, view and share Content with Contacts as part of the Service;
<i>Website:</i>	the website of MediaLab, as well as all underlying web pages, and all (mobile) applications of MediaLab, via which website and application(s) the Users and Contacts can gain access to the Platform and use the Service.



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Article 2. General

- 2.1. These Terms of Use apply to all offers and Agreements as presented or concluded by MediaLab, as well as to all the use of the Service and can be amended by MediaLab at all times. Any amendment will be announced to the Client at least 21 days before the amendment takes effect, via the Platform, Website, e-mail or otherwise. By continuing the use of the Service after any amendment and/or supplement to the Terms of Use, the Client irrevocably accepts these new Terms of Use. If the Client does not agree with the proposed amendment of the Terms of Use, its sole remedy is to terminate the Agreement in accordance with article 12.
- 2.2. If any of the provisions of the Terms of Use proves to be void or voidable, or is or becomes invalid in full or in part for any other reason, the remaining provisions of the Terms of Use will continue to apply in full. MediaLab will in that case replace the invalid stipulation by a stipulation that is valid and whose legal consequences, in view of the substance and purpose of the Terms of Use, correspond as much as possible to those of the invalid stipulation.
- 2.3. The Client's own general or other conditions, if any, do not bind MediaLab and their applicability is hereby explicitly excluded.
- 2.4. If the Service is used in connection with, or is integrated in the services of third parties, the terms and conditions, notice and take down policies and/or privacy and cookie policies of those third parties may apply, in addition to these Terms of Use, directly to Client. Client acknowledges that MediaLab is not responsible nor liable for any such third party services, terms and/or policies.
- 2.5. In case of an irreconcilable conflict among the provisions of the documents of these Terms of Use, the following order of precedence applies:
 - the Data Processing Addendum, then
 - the Agreement; then
 - the Service Level Agreement, if any, then
 - these Terms of Use without Schedules.

Article 3. Offers & Agreements

- 3.1. The Client warrants the accuracy and completeness of the information provided to MediaLab by or on his behalf and upon which MediaLab bases an offer. If these particulars prove to be inaccurate or incomplete, MediaLab will have the right to amend the offer or to terminate the Agreement.



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- 3.2. Amendments or additions to any specifics laid down in the Agreement and at the request of the Client, may only take place with the written consent of MediaLab. MediaLab is not obliged to implement an amendment or addition and may require a separate written agreement be concluded in respect thereof.
- 3.3. If there are amendments or additions which result in a change to the scope of the agreed services, the extra activities or functionality arising therefrom will be paid for in accordance with the rates of MediaLab that are applicable at the time of the expansion of the scope.
- 3.4. Stated delivery dates are therefore not regarded as strict deadlines, unless the Parties have expressly agreed otherwise in writing in the Agreement.

Article 4. The Service

- 4.1 If the Client complies in full with its obligations pursuant to the Agreement and these Terms of Use, MediaLab will grant the Client a limited, personal, revocable, non-exclusive, non-sublicensable and non-transferable right to use the Service, in accordance with the provisions of the Agreement.
- 4.2 MediaLab may offer a free trial of its Service. If the Client registers for a free trial, the applicable provisions of these Terms of Use will apply. Additional trial terms and conditions may appear on the trial registration webpage. After the term of the free trial, the Service will automatically be canceled and any Content will automatically be deleted.
- 4.3 The Service MediaLab provides to the Client consists of making available the Platform and the associated functionalities in order to allow Client to share Content to Contacts. Additional terms and conditions may apply to specific features of the Service as laid down in the Agreement.
- 4.4 MediaLab shall use reasonable efforts in providing the Service to the Client as well as providing support.
- 4.5 MediaLab will take reasonable efforts that the Service will be operational with at least 99,5% uptime. Support is limited to office hours from 9.00 till 17.00 (UTC+1) during working days, excluding public holidays in the Netherlands. If the Client wishes more support, such can be concluded by Parties in the Agreement, for which expansion the Client is due an extra fee to MediaLab.
- 4.6 The maximum Storage size of all Content that can be uploaded by Users onto the Lab is laid down in the Agreement. The Client can expand this limit by agreeing such with MediaLab, for which expansion an additional monthly fee will be invoiced by MediaLab. If the agreed Storage limit is reached, no more Content can be uploaded by a Client and/or its Users.



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- 4.7 The Client can generate and provide Login Details for the number of Users laid down in the Agreement. If the Client wishes to exceed this maximum amount of Users, such can be concluded by the Parties, for which expansion the Client is due an extra fee to MediaLab.
- 4.8 The use that the Client can make of the Service of MediaLab is restricted by the agreed amount of Data Traffic via the Platform as laid down in the Agreement. If no (periodic) maximum amount with respect to Data Traffic has been concluded by the Parties in the Agreement, a fair use policy applies. This fair use policy entails that the total data consumption of a User should not be greater than 3 times the average consumption of all other Users. ("fair use policy limit"). This limit can be adjusted by MediaLab on the basis of the average data consumption during the term of the Agreement but will never be less than two times the average consumption of all Users.
- 4.9 If the Client exceeds the Data Traffic limit laid down in the Agreement or, if no such limit is concluded, the fair use policy limit, MediaLab is entitled to charge the Client an additional fee for the extra Data Traffic consumed in that month. The fees MediaLab applies for such exceedance are laid down in the Agreement and will be invoiced at the end of each month.
- 4.10 The Transcoding rate available for the Client is laid down in the Agreement. If the Client wishes to adjust this Transcoding rate, the Parties can agree to do so, for which adjustment the Client may be due an additional monthly fee to MediaLab.
- 4.11 The Client is entitled to modify the look and feel of its company page within the Platform. The Client warrants that it is fully entitled to use the Content submitted to the Platform.
- 4.12 The Client acknowledges and accepts that it is at all times responsible and liable for all Content as well as the use made of the Service with the Login Details it has received, generated and/or distributed. This includes all use that any User or third party makes of the Service.
- 4.13 The use of the Service by the Client's Users is personal. Therefore, the Users may not give any other person remote or other access to the Platform. The login credentials made available to the User are also personal. The User must keep these credentials strictly confidential and/or use these credentials with due care. The use of said credentials shall be solely the responsibility of and the risk of the Client and User.
- 4.14 As soon as the Client knows or has reason to suspect that Login Details have come into the hands of any unauthorized party, the Client must promptly notify MediaLab thereof, without prejudice to the Client's own obligation to take effective measures, including - but not limited to - changing the Login Details.



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- 4.15 MediaLab does not guarantee that the Service is free of defects and will operate without interruptions. MediaLab is in no way whatsoever liable, or liable to pay compensation to the Client for any damage arising out of or resulting from the Service being (temporarily) unavailable or for failures or outages of the Service or parts thereof. The Client therefore accepts that the Service, the Platform and the Website only contains the functionalities and information that the Client finds at the moment of use (“as is, as available” basis). MediaLab makes no warranties of any kind, whether express, implied, statutory or otherwise, including - but not limited to - any warranties of merchantability or fitness for a particular purpose, quality, safety, integrity or accuracy of the Service, the Platform and the Website. The use of the Service is therefore for Client’s own risk and responsibility.
- 4.16 MediaLab may at all times (i) make functional, procedural or technical changes or improvements to the Service and/or (ii) (temporarily or permanently) take out of the Service, restrict the use of or terminate one or more components of the Service, at its own discretion, including but not limited to, if this is deemed necessary for the continuity of the Service by MediaLab. The Client shall not be allowed to remove or evade any (scheduled) maintenance. MediaLab will inform the Client of any (scheduled) maintenance as much as possible in advance, but it is never obligated to do so.
- 4.17 The Client is solely responsible for the proper operation of the infrastructure necessary to use the Service, such as computers and a sufficient internet connection. MediaLab is never liable for damage or costs on account of transmission errors (whether or not relating to the Content), malfunctions or non-availability of computer, data or telecom facilities, including the internet.
- 4.18 The minimal system requirements to make use of the services of MediaLab are laid down in the Agreement.
- 4.19 The Client must fully, properly and promptly make available to MediaLab all data, documents, equipment, software, materials or employees and give all cooperation deemed necessary or desirable for the performance of the Agreement, before as well as during the Agreement.

Article 5. Content

- 5.1. The Client acknowledges and accepts that MediaLab has no knowledge of the Content that is created and made available by the Client or its Users by means of the Service.



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- 5.2. Users can distribute the Content to selected Contacts by sending a restricted web page URL via e- mail. The Client acknowledges and accepts that distributing Content has consequences for the maximum amount of Data Traffic as mentioned in article 4 and that it is responsible for informing the Users about the consequences of making available this Content, as well as distribution options such as the possibility of (non-)availability of an option to download Content and include an expiry date of the Content.
- 5.3. By default, the Users and Contacts can – if enabled – download the Content via a secured https and/or (s)FTP connection. If the Client wishes to make this downloading available via a Secure UDP- protocol, MediaLab can make such functionality available for an additional fee to be concluded between the Parties.
- 5.4. The Client is fully responsible and liable for the distribution of Content to Contacts and all use of the Content by these Contacts and/or third parties and the Client acknowledges and accepts that MediaLab has no control over this use by Contacts and that Content can still be (further) processed and/or distributed by Contacts and third parties after removal of Content by the Client or a User.
- 5.5. The Client warrants that all Content submitted by it and/or its Users on the Platform is lawful and that it does not infringe any Intellectual Property Right or any other right of a third party by submitting and/or distributing this Content.
- 5.6. The Client itself is responsible for appropriately distributing the Content to one or more Contact(s) and MediaLab does not warrant that Content sent to a Contact by the Client or a User is actually viewable by this Contact.
- 5.7. MediaLab reserves the right to remove Content or to limit or deny (partly or full) access to the Service, if it believes that – at its sole discretion – there are grounds to do so, without any further notice and without becoming liable for damages. In particular, MediaLab will remove Content if this is (presumably) unlawful or infringes the Intellectual Property Rights or any other right of a third party, without prejudice to MediaLab's right to take further legal measures and/or claim damages.

Article 6. Removal of unlawful Content/notice and takedown

- 6.1. MediaLab is obliged to remove or block access to Content that is manifestly unlawful after receiving a notification that is sufficiently precise and adequately substantiated. To this end, MediaLab has established a notice and takedown procedure, by which any alleged unlawful Content available via the Platform can be reported to MediaLab. (Allegedly) unlawful Content can be reported to MediaLab by sending an e-mail to support@medialab.co.



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- 6.2. After receiving a notification as described in the preceding paragraph, MediaLab reserves the right to not grant a request to remove or block access to the Content or to stop an activity in case it has reasonable grounds to doubt the accuracy of the notification or in case a balancing of interest requires this. In such a situation MediaLab can require a court order from a competent court in The Netherlands, to demonstrate that the material or the activity is manifestly unlawful.
- 6.3. MediaLab will not be a party in a dispute between the person making the report and any third party arising out of or in connection with a notification of unlawful Content.
- 6.4. The person making the notification indemnifies MediaLab against all claims of third parties in relation to the blocking or removal of Content or the stopping of activities. The indemnification includes all damages and costs MediaLab suffers, could suffer or which MediaLab incur in relation to such a claim, including - but not limited to - the compensation of legal assistance.
- 6.5. MediaLab respects and protects the privacy of those who provide notifications. All personal data that it receives as part of a notification will always be processed in accordance with the General Data Protection Regulation (“GDPR”) and will only be used to process the notification.

Article 7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights that exist with respect to the services MediaLab provides, including - but not limited to - the Service, the Platform and the Website, as well as all information and look and feel thereon, exclusively belong to MediaLab or its licensor(s). Nothing in these Terms of Use intends to transfer (any part of) Intellectual Property Rights from MediaLab or its licensor(s) to the Client.
- 7.2. All Intellectual Property Rights related to the Content submitted by the Client will remain vested in the Client, its User(s) and/or its licensors. By submitting Content onto the Platform, the Client automatically grants (on behalf of its User(s)) to MediaLab a royalty free, unencumbered, worldwide, non- exclusive license to use, multiply, distribute and publish the Content insofar as necessary in order to provide its services pursuant to the Agreement. This license will lapse after i) the Content is removed by the Client or a User or ii) the Agreement is terminated in accordance with article 12.



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Article 8. Privacy

- 8.1. By using the Service, the Client may provide MediaLab with Content that contains personal data (including but not limited to personal data of third parties, including but not limited to its clients, visitors, customers etc.) The provision of this personal data is subject to legislation in respect of privacy, in particular the GDPR. The Client accepts that MediaLab is a Processor only and Client is a Controller as defined in the attached Data Processing Addendum (**Appendix 1**), and thus responsible for compliance with such legislation in using the Service.
- 8.2. **Appendix 1** sets out the scope, nature and purpose of processing by MediaLab, the duration of the processing and the types of personal data and categories of Data Subject.

Article 9. Price and Payment

- 9.3. In order to make use of the Service of MediaLab, the Client is due a periodic fee to MediaLab, which is specified in the Agreement. Specific terms and conditions relating to price and payment may apply to specific features of the Service as laid down in the Agreement. Unless stated otherwise all amounts mentioned will be in Euro and exclusive of VAT and other government levies/taxes. In addition to the foregoing, the Client shall pay MediaLab its actual out-of-pocket expenses which are reasonable and necessary for MediaLab to incur in furtherance of its performance hereunder; provided, however, that payments for such expenses shall not exceed the limits which may be set forth in the Agreement. MediaLab agrees to provide the Client with such original receipts, ledgers, and other records as may be reasonably appropriate for the Client or its accountants to verify the amount and nature of any such expenses.
- 9.3. MediaLab will be entitled to annually increase the applicable prices and rates upon written notice of at least three (3) months and with a maximum of 5%. If the Client does not agree with the aforementioned increase, the Client is entitled to terminate (in Dutch: 'opzeggen') the Agreement as of the moment the increase would enter into force.
- 9.3. All amounts relating to the Service will be invoiced per quarter and in advance, unless different invoicing details are specified in the Agreement or are otherwise agreed between Parties. Payments must be made within 30 days of the invoice date, unless otherwise agreed or stated on the invoice.
- 9.4. If the Client does not pay an invoice within the payment term, the Client shall be in default if the Client does not pay the invoice within a period of thirty (30) days after having received notice thereon and MediaLab will then, without a warning or notice of default being required, be entitled to charge the Client interest on such sum on a daily basis from the due date until the date of payment on the basis of the statutory commercial interest rate, without prejudice to MediaLab's other rights and remedies, including for example its right to claim actual collection costs incurred by MediaLab.



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- 9.5. If, after the term mentioned in the preceding provision has expired and the Client still fails to pay the claim, MediaLab may hand over the claim for collection. In that event all costs incurred by MediaLab in connection with overdue payments, such as legal costs and extra-judicial and judicial costs, including the reasonable costs of legal assistance, bailiffs and collection agencies, will be payable by the Client.
- 9.6. Complaints in relation to invoices and/or the Service provided by MediaLab will not suspend the payment obligations of the Client.
- 9.7. MediaLab will be entitled to suspend the fulfilment of its obligations until such time as the Client has fully complied with all its due obligations, including, for instance, making the Service temporarily unavailable.

Article 10. Warranties and indemnifications

- 10.1. The Client warrants that there are no rights of third parties which preclude making Content, information, equipment, software, data or other materials available to MediaLab for the purpose of use, adaptation, installation or incorporation by MediaLab.
- 10.2. MediaLab will do its utmost best to maintain an as high as possible standard to secure the information it manages. However, MediaLab does not guarantee that the information security will be effective under all circumstances. In the absence of an expressly specified level of security in the Agreement, the security will be of a standard that is not unreasonable having regard to the state of the art, the sensitivity of the data and the costs associated with the introduction of the security.
- 10.3. In order to provide the Service, MediaLab uses third party (open source) software and MediaLab endeavors to update these software components. The Client acknowledges and accepts that MediaLab does not warrant the availability of the third party software or any security breach or defect in this software that compromises the accessibility of the Service and the Content.



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- 10.4. The Client shall at all times indemnify and keep MediaLab harmless from and against any and all actions, claims, proceedings, damages and losses including court and legal costs and other liabilities of whatever nature (whether foreseeable or not) suffered, incurred or sustained as a result of or in connection with – including but not limited to - any action, claim or proceeding made or brought by any third party relating to the damage resulting from (alleged) infringements of Intellectual Property Rights, any use, misuse, or unauthorized use of User's login credentials relating to the Service, Content uploaded by the Client and/or User, blocking or removal of Content or the stopping of activities, processing of personal data by MediaLab, collection costs, the statutory commercial interest, loss of profits, which MediaLab incurs or which result from (i) attributable breach of the Agreement by the Client, (ii) any action of the Client in the performance of this Agreement and/or these Terms of Use or (iii) an unlawful act.

Article 11. Limitation of liability

- 11.1. The total, aggregate liability of MediaLab due to an attributable breach of its obligations, including the breach of a warranty (in Dutch: *"toerekenbare tekortkoming"*) to perform the Agreement, and/or any unlawful act (in Dutch: *"onrechtmatige daad"*) or otherwise, is limited to compensation for direct damages suffered by the Client only, up to the amount paid out by MediaLab's professional liability insurance in that context or, if no amount is awarded, the total sum of all invoices actually paid by Client to MediaLab under the relevant Agreement pursuant to which the liability has occurred. In no event will MediaLab's liability exceed the total amount of €10.000,=
- 11.2. Direct damage is understood to mean exclusively:
- a. damage to property;
 - b. reasonable costs which the Client would need to incur to make the performance of MediaLab correspond to the Agreement; such damage will, however, not be compensated if the Agreement is terminated (in Dutch: *"ontbonden"*) by or at the suit of the Client;
 - c. reasonable costs incurred in assessing the cause and the extent of the damage, in so far as the assessment is related to direct damage as referred to in these Terms of Use;
 - d. reasonable costs incurred in preventing or limiting damage, in so far as the Client proves that such costs led to a limitation of direct damage as referred to in these Terms of Use;



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- 11.3. Any liability of MediaLab for damage other than direct damage (in Dutch: *“gevolgschade”*), including – but not limited to – loss and/or damage of data, loss and/or damage to (third party) software, loss of profit, loss of business, loss of anticipated savings, loss of goodwill or reputation, or any other similar financial loss, or damage as a result of claims from third parties, is fully excluded.
- 11.4. The limitations mentioned in the preceding paragraphs of this article shall not apply if and insofar as the damage or injury is the result of intentional acts or omissions or gross negligence by MediaLab.
- 11.5. The liability of MediaLab due to attributable breach of an Agreement will in all instances arise only if the Client immediately gives proper written notice of default, whereby a reasonable period within which the attributable breach may be remedied is stipulated, and MediaLab after this period still fails in the performance of its obligations, except in the case of lasting attributable failure. The notice of default must contain a description of the breach that is as complete and detailed as possible, to enable MediaLab to respond adequately.
- 11.6. A condition for the creation of a right to damages will always be that the Client must report the damage to MediaLab in writing as soon as possible after it arises. Any claim for damages against MediaLab will lapse by the mere expiry of a period of twelve (12) months from the inception of the claim.

Article 12. Term and Termination

- 12.1. Unless concluded otherwise in the Agreement, the Agreement is concluded for one (1) year, starting from the day of conclusion of the Agreement. After this initial term, the Agreement is tacitly renewed for the same term. MediaLab or the Client can terminate (in Dutch: *‘opzeggen’*) the Agreement taking into account a notice period of three (3) months before the expiration of a term.
- 12.2. Each Party will be entitled to rescind (in Dutch: *‘ontbinden’*) the Agreement in full or in part in the event the other Party is being declared bankrupt or is or has been granted a moratorium, as well as in the event of the closing down or liquidation of the business of the other Party other than for purposes of reconstruction or merger of enterprises, or if the controlling interest in the company of the other Party changes.
- 12.3. Rescission of the Agreement on the ground of an attributable breach (in Dutch: *‘toerekenbare tekortkoming’*) will only be permitted following a written notice of default (in Dutch: *‘ingebrekestelling’*) that is as detailed as possible whereby a reasonable period is stipulated within which the breach may be remedied, unless otherwise stipulated in these Terms of Use or otherwise prescribed by law.



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- 12.4. In the event of rescission of the Agreement, there will be no reversal or cancellation of that which MediaLab has already delivered and/or carried out nor the related obligation to make payment, unless the Client proves that MediaLab is in material default in respect of that part of the performance. Amounts invoiced by MediaLab prior to termination in respect of that which MediaLab has already performed or delivered properly in accordance with the Agreement will remain payable in full subject to the provisions of the preceding sentence and will become due and payable at the time of the rescission.
- 12.5. If the Agreement ends for any reason whatsoever, MediaLab will delete all Content from its system. It therefore is for the account and risk of the Client to keep sufficient back-ups of the Content uploaded to its the Platform.

Article 13. Miscellaneous

- 13.1. The (use of) the Platform, the Agreement and these Terms of Use are governed by Dutch law. All disputes, which may arise in connection with or as a result of the (use of) the Platform or any other service of MediaLab, will be exclusively submitted to the competent court in Amsterdam, the Netherlands.
- 13.2. MediaLab is entitled to transfer its rights and obligations arising from the Agreement to a third party, after prior permission being granted by the Client.



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Appendix 1: Data Processing Addendum

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.



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Article 3. Technical and organizational provisions

- 3.1. MediaLab will, taking into account the nature of the Processing and insofar as this is reasonable 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.



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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).



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- 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.



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ANNEX 1: 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



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ANNEX 2: 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 PQR and Microsoft (as mentioned in Annex 3 of this Addendum). PQR and Microsoft are ISO 27001 and ISAE 3402 certified.



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ANNEX 3 OVERVIEW SUB-PROCESSORS

✓ PQR	pqr.com
✓ Newrelic	newrelic.com
✓ Auth0	auth0.com
✓ MailGun	mailgun.com
✓ Pusher	pusher.com
✓ OneSignal	onesignal.com
✓ Microsoft	microsoft.com
✓ Cloudflare	cloudflare.com

