Customer Data Processing Addendum

This Data Processing Addendum forms part of the Agreement (as defined below), between Moovly NV, a company incorporated and existing under Belgian law, with its registered office at Koning Albertlaan 114, B-9000 Gent and registered with the Crossroads Bank for Enterprises under number 0500.669.260 (hereinafter "**Moovly**") and the counterparty agreeing to this Data Processing Addendum (hereinafter "**Customer**").

1   Definitions and Interpretation

1.1   Capitalized terms used, but not defined, in this Data Processing Addendum are defined in the Agreement (as defined below), the other capitalized terms used in this Data Processing Addendum shall have the following meaning:

"**Agreement**" means the Terms of Use, the Master Service Agreement and any other specific agreement between the Customer and Moovly and/or its affiliates relating to the Services.

"**Controller**", "**Processor**", "**Personal Data**", "**Data Subject**", "**Personal Data Breach**", "**Process/Processed/Processing**" shall have the meaning as defined in the Data Protection Legislation.

"**Data Protection Legislation**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (repealing Directive 96/46/EC).

"**DPA**" means this Data Processing Addendum together with its annexes, which shall be an integral part of the Agreement between the Parties.

"**Services**" means the services and platform provided by Moovly as defined in and that are the object of the Agreement.

"**Sub-processor**" means any Processor (including any third party excluding an employee of Moovly) appointed by or on behalf of Moovly, or its Sub-processor, to Process Personal Data on behalf of Moovly in connection with the Agreement.

2   Object of this DPA

2.1   To the extent that Moovly, acting as a Processor, Processes Customer Personal Data on behalf of Customer, acting as a Controller, this DPA governs such Processing. For the purposes of this DPA, Users linked to Customer as detailed in the Agreement shall be considered to form an integral part of the Customer and Customer shall be responsible for User's compliance with this DPA.

2.2   This DPA sets out the subject-matter and duration of the Processing, the nature and purpose(s) of the Processing, the types of Personal Data and categories of Data Subjects and the obligations and rights of the Customer and Moovly in relation to the Services as further detailed in **Annex I** (*Details of Processing*).

2.3   This DPA will apply only to the extent that Moovly processes Personal Data from the European Economic Area (hereinafter "**EEA**") on behalf of Customer.

3   Duration and Termination

3.1   The duration of the Processing is set out in the Agreement.

3.2   Upon termination or expiry of this DPA, or at any earlier moment if the Processing of Personal Data is no longer relevant for the delivery of the Services Moovly shall delete or return all the Personal Data to the Customer and delete existing copies unless a law or regulation requires storage of the Personal Data without prejudice to Moovly's right to charge Customer any reasonable costs for such assistance.

3.3   Notwithstanding the foregoing, articles 3, 4 and 5 of this DPA shall survive the termination of this DPA.

4   Data Protection

4.1   Parties shall comply with the applicable Data Protection Legislation, for their own account and sole responsibility, unless otherwise set out herein.

4.2   Where Personal Data is Processed by Moovly in relation to the performance of this DPA, the Agreement and the Services, Moovly shall:

4.2.1   **Instructions** - proces the Personal Data only on documented instructions from Customer, unless required to do so by applicable laws and regulations to which Moovly is subject. In such a case, Moovly shall inform Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

4.2.2   **Need-to-know** - provide Personal Data only to authorised persons (which shall include employees, agents, Sub-processors and subcontractors) on a need-to-know basis and ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

4.2.3   **Measures** – taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Moovly shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account in particular the risk of accidental or unlawful destruction, loss, alteration or unauthorised disclosure of or access to the Personal Data. A list of measures that are currently implemented can at all times be consulted is available here: www.moovly.com/gdpr/information-security. This list and measures may at all times be updated by Moovly without prior consent of nor notification to Customer;

4.2.4   **Sub-processors** - shall, based on the general authorisation to use Sub-processors provided hereby by Customer, inform Customer of any addition or replacement of Sub-processors, thereby giving Customer the opportunity to object to such changes during a period of ten (10) days after which such Sub-processors shall be deemed to have been accepted. Sub-processors engaged by Moovly prior to entering into this DPA are accepted by Customer. Where Moovly engages a Sub-processor for carrying out specific Processing activities on its behalf, the same data protection obligations as set out in this DPA shall be imposed on that Sub-processor. Where that Sub-processor fails to fulfil its obligations under the Data Protection Legislation, Moovly shall remain fully liable to Customer in accordance with the terms set out in this DPA. A list of Sub-processors is available here: www.moovly.com/sub-processors;

4.2.5   **Assistance** - taking into account the nature of the processing, reasonably assists Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising Data Subject's rights without prejudice to Moovly's right to charge Customer any reasonable costs for such assistance. Moovly shall promptly notify Customer about any legally binding request by a Data Subject;

4.2.6   **Cooperation** - assist Customer in ensuring compliance with its obligations relating to the: security of the Processing, notification of Personal Data Breaches and data protection impact assessments and prior consultations taking into account the nature of Processing and the information available to Moovly and without prejudice to Moovly's right to charge Customer any reasonable costs for such assistance. The obligation to report or respond to a Personal Data Breach is not and will not be construed as an acknowledgement by Moovly of any fault or liability with respect to the Personal Data Breach;

4.2.7   **Information & Audit** - makes available to Customer all information reasonably necessary to demonstrate compliance with the obligations laid down in this DPA and

allow for and contribute to audits, including inspections subject to following conditions: Customer must request an audit in writing and with prior notice of thirty (30) calendar days and instruct acknowledged audit professionals at its own expense to execute such audit:

- Once every twelve (12) months provided that such additional audit inquiries shall not unreasonably impact in an adverse manner Moovly's regular operations and do not prove to be incompatible with the applicable legislation or with the instructions of a competent authority;
- Where an audit is reasonably considered necessary because of genuine concerns as to Moovly's compliance with this DPA;
- Where a competent data protection authority requires this under applicable Data Protection Legislation;
- Following a Personal Data Breach.

The Customer shall promptly notify Moovly with information regarding any non-compliance discovered during the course of an audit or review of provided information. The Customer agrees to provide Moovly with a draft of the audit report for review. Moovly is entitled to propose any amendments and add management comments to this draft before Customer establishes the final version.

4.2.8   inform Customer if, in its opinion, an instruction infringes applicable Data Protection Legislation;

4.3   **Transfer** - Personal Data Processed in the context of this DPA may be transferred to a country outside the European Economic Area without the prior written consent of Customer, where Moovly ensures that appropriate safeguards are in place for such transfer or an adequate level of protection is guaranteed.

5   Indemnification

5.1   Parties will indemnify, defend and hold each other harmless against any and all claims, damages and costs (including reasonable attorneys fees) arising from, related to, or connected with any claims related to a violation by the other Party of its obligations under this DPA.

5.2   The liability and indemnification obligation of Moovly shall be limited to the liability restrictions and cap as stipulated in the Agreement.

6   Miscellaneous Provisions

6.1   If you are agreeing to this DPA for use of the Services by an organization, you are agreeing on behalf of that organization. You guarantee to have the authority to bind that organization to these terms.

6.2   This DPA contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements or understandings, whether written or oral, with respect to the same subject matter still in force between the Parties.

6.3   The provisions of the Agreement shall be applicable to this DPA, in case of conflict the provisions of the DPA shall prevail.

6.4   Neither Party shall be liable for failure to perform under this DPA (except for the payment of any amounts due) if such failure is due to causes beyond its reasonable control, such as, but not limited to, fire, flood, strikes, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, blockades, legal restrictions, riots, insurrections, governmental regulations or the unavailability of means of transport.

6.5   Any failure to exercise or delay in exercising any right under this DPA by a Party, any single or partial exercise of any such right, or any partial reaction or absence of reaction by a Party in the event of violation by the other Party of one or more provisions of this Agreement shall not operate or be interpreted as a waiver (either express or implied, in whole or in part) of any of

that Party's rights under this DPA or under said provision(s) nor shall it preclude any further exercise of such rights. Any waiver of a right must be express and in writing.

6.6   If there has been an express written waiver of a right following a specific failure by a Party, this waiver cannot be invoked by the other Party in favour of a new failure, similar to the previous one, or of a failure of another nature.

For and on behalf of processor

Geert Coppens

Chief Technology Officer

25 May 2018

For and on behalf of customer

JACQUES DULAE _____ [name]

DIRECTOR OF I.T _____ [title]

9/25/2019 _____ [date]

_____ [signature]

List of Annexes:

Annex I: Details of Processing

1. The duration of the Processing
The duration of the Processing is set out in this DPA.

2. The subject-matter of the Processing
The subject-matter of the Processing is set out in this DPA and relates to the Services.

3. The types of Personal Data to be Processed
The User Content may contain Personal Data, such as text, images, movies, electronic data which may include identification data, contact data, or any other type of Personal Data.

4. The categories of Data Subjects to whom the Personal Data relates
The Personal Data may relate to Customer, Users, individuals collaborating or sharing with these Users or Customer and or any other Data Subject to whom the User Content may relate.

5. The nature and purpose of the Processing
Moovly may Process Personal Data on behalf of Customer through i.a. recording, storage, adaption, transmission & dissemination, in provision of the Services.