EDPUZZLE DATA PROCESSING ADDENDUM
- GDPR / UK GDPR / SWISS DPA -

Version and effective date: November 4, 2026 This DPA is the binding contract for Customer Data within Section 3 (Scope) from the effective date of the current version. Each new version supersedes the previous version from its effective date in accordance with Section 13.

This Data Processing Addendum (the "DPA"), including the Standard Contractual Clauses, where applicable, supplements and is incorporated into Edpuzzle's Terms of Service and Privacy Policy, both accessible at https://edpuzzle.com/terms and https://edpuzzle.com/privacy, respectively, as updated from time to time, between Customer and Edpuzzle, and any other agreement(s) between Customer and Edpuzzle governing Customer's use of the Services (jointly, the "Service Agreement") WHEN THE GDPR, THE UK GDPR, OR THE SWISS DPA APPLY TO EDPUZZLE'S PROCESSING OF CUSTOMER DATA.

This DPA is an agreement between Edpuzzle, Inc., a Delaware corporation ("Edpuzzle", "Company" and/or "Data Processor"), and you and/or the entity you represent ("Customer", "you", "your" and/or "Data Controller"), each a "Party" and collectively the "Parties", and supersedes any previous versions of the DPA in accordance with Section 13.

The terms of this DPA prevail over any conflicting terms in the Service Agreement and in any other agreement(s) between the Parties, with the sole exception of the Standard Contractual Clauses, as that term is defined below, which shall prevail in accordance with Section 11.

Unless otherwise defined in this DPA or in the Service Agreement, all capitalized terms used in this DPA will have the meanings given to them in Section 1 of this DPA.

1. Definitions

1.1. In this DPA, the following words and phrases shall have the following meanings, unless otherwise specified:

(a) **"Applicable Laws"** means the following, to the extent they apply to the processing of Customer Data within Section 3 (Scope): (a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR"); (b) the United Kingdom GDPR, as saved by the European Union (Withdrawal) Act 2018, and the Data Protection Act 2018; (c) the Swiss Federal Data Protection Act (the "Swiss DPA"); and (d) any law of an EU Member State that implements or supplements the GDPR, to the extent it applies to Customer Data. No other law, including any law of the United States or of any of its states, is an Applicable Law for the purposes of this DPA.

(b) "**Account Settings**" means the controls that the Services provide, including tools made available to the Customer and/or End-Users for the update, correction, and deletion of Customer Data, as described in the Service Agreement.

(c) "**Adequacy Decision**" shall mean a decision adopted by the European Commission on the basis of Article 45 of the GDPR.

(d) "**Adequacy Regulation**" shall mean a decision adopted by the UK Government on the basis of art. 45 of the UK GDPR.

(e) **"Anonymized Data"** means data derived from Customer Data that does not relate to an identified or identifiable natural person, taking into account all means reasonably likely to be used by Edpuzzle or any other person, consistent with Recital 26 of the GDPR. Anonymized Data is not Customer Data.

(f) "**Customer**" means the party acting as a Controller in accordance with this DPA and the Service Agreement.

(g) **"Customer Data"** shall mean Personal Data processed by Edpuzzle on behalf of Customer in the provision of the Services, including the Personal Data of Customer End-Users. Customer Data does not include Account and Relationship Data, as defined in Section 2.4, or Anonymized Data.

(h) **"Customer End-Users"** shall mean End-Users utilizing the Services and for which Customer is responsible. For the purposes of this DPA, Customer End-Users are considered Data Subjects.

(i) **"EEA"** means the European Economic Area.

(j) **"Edpuzzle Security Standards"** shall mean the security standards attached to the Service Agreement, or if none are attached to the Service Agreement, attached to this DPA as Exhibit "A".

(k) **"End-User(s)"** shall mean Data Subjects using the Services through Edpuzzle accounts.

(l) **"EU/UK/Swiss Customer Data"** shall mean Customer Data to which the GDPR, the UK GDPR or the Swiss DPA applies, as described in Section 3 (Scope).

(m) **"Permitted Purposes"** means (a) providing the Services to Customer; (b) security, maintenance and debugging of the Services, and aggregated performance metrics for Customer's own instance of the Services; and (c) moderation of content uploaded to the Services, and enforcement of the Terms of Service in relation to such content.

(n) **"Processing of Customer Data"** or **"Processing Activities"** means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

(o) **"Service(s)"** means the services that Edpuzzle provides to Customer under the Service Agreement from time to time, including new features and functionality added to those services.

(p) **"Security Incident"** means a breach of Edpuzzle's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data.

(q) **"Standard Contractual Clauses"** shall mean (i) where the GDPR applies, the standard contractual clauses approved by the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj) (the "EU SCC"); (ii) where the UK GDPR applies, the "International data transfer addendum to the European Commission's standard contractual clauses for international data transfers" (Version B1.0, in force March 21st, 2022) (the "UK SCC Addendum); and (iii) where the Swiss DPA applies, the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner (the "Swiss SCC"), in the terms outlined in Exhibit "B" of this DPA.

(r) **"Subprocessor(s)"** means any third party appointed by or on behalf of Edpuzzle to process Customer Data on Edpuzzle's behalf in connection with the Service Agreement. A third party that processes only Account and Relationship Data is not a Subprocessor.

(s) **"Third party"** means a natural or legal person, public authority, agency or body other than the Data Subject, the Controller, or the Processor. The term shall therefore include, for the avoidance of doubt, Subprocessors.

1.2. "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Pseudonymization" have the meanings given to them in the Applicable Laws. Any other terms or concepts shall be interpreted in accordance with the provisions contained in Applicable Laws.

2. General Considerations

2.1. The Parties acknowledge and agree that in the Processing of Customer Data as per this DPA, Customer is the Controller and Edpuzzle is the Processor.

2.2. Customer can use the Services' Account Settings to update, rectify and/or erase Customer Data subject to the procedures outlined in the Service Agreement. Considering the nature of the processing, Customer understands and agrees that it is unlikely that Edpuzzle would become aware that Customer Data transferred under the Standard Contractual Clauses or any other legally valid mechanism is inaccurate or outdated. Nonetheless, if Edpuzzle becomes aware that Customer Data transferred is inaccurate or outdated, it will inform Customer without undue delay. Edpuzzle will cooperate with Customer to erase or rectify inaccurate or outdated Customer Data transferred as necessary to erase or rectify Customer Data.

2.3. Each Party will comply with Applicable Laws in the performance of this DPA.

2.4. Edpuzzle as independent controller. Notwithstanding Section 2.1, Edpuzzle acts as an independent controller, and not as Customer's processor, for the following personal data of End-Users who are teachers, administrators or other Customer staff ("Account and Relationship Data"): (a) account registration and authentication data; (b) contact and communication data used to administer the End-User's Edpuzzle account, provide support relating to that account, and send service communications and, where permitted by Applicable Laws, marketing communications; (c) billing and subscription data; (d) data on the End-User's use of the Services processed for Edpuzzle's own purposes to secure the Services as a whole, prevent fraud and abuse across the Services, and enforce the Terms of Service against that End-User; and (e) data processed to comply with legal obligations. Account and Relationship Data is not Customer Data. Processing of Personal Data to secure Customer's use of the Services on Customer's behalf, including at Customer's direction, is processing of Customer Data for the Permitted Purposes. Edpuzzle processes Account and Relationship Data in accordance with its Privacy Policy and Applicable Laws. Account and Relationship Data does not include any personal data of students, or any content, assignments, responses, grades, analytics or AI-generated outputs created in or through the Services. Where a support request or any other communication with Edpuzzle involves Customer Data, Edpuzzle processes that Customer Data solely as Processor under this DPA.

3. Processing of Customer Data

3.1. Scope. This DPA sets out the obligations of both Parties in relation to the processing of Customer Data, including the requirements of Article 28 of the GDPR and, where applicable, the UK GDPR and the Swiss DPA, and including the security and confidentiality of Customer Data. It applies to Customer Data where the processing of that Customer Data is subject to the GDPR, the UK GDPR or the Swiss DPA, including where Customer is established in the European Economic Area, the United Kingdom or Switzerland, or the Customer Data relates to data subjects located in those territories.

3.2. Purpose and Term. The purpose of the Processing Activities under this DPA is the Permitted Purposes. Edpuzzle may create, retain, and use Anonymized Data only as permitted by Section 4. This DPA remains in effect until Edpuzzle has completed the return or deletion of Customer Data under Section 12, including the deletion of backups, and not earlier, except that a subsequent version of this DPA supersedes it in accordance with Section 13.

3.3. Nature of Processing Activities. Computing, storage, and such other Services as described in the Service Agreement and initiated by the Customer from time to time.

3.4. Affected Customer Data. Customer Data uploaded to the Services under Customer's Edpuzzle accounts.

3.5. Categories of Data Subjects. Data Subjects include Customer's End-Users.

4. Obligations of Edpuzzle as the Data Processor

4.1. In the processing of Customer Data, Edpuzzle shall:

(a) Edpuzzle shall process Customer Data solely for the Permitted Purposes and in accordance with Customer's documented instructions. Edpuzzle shall not use Customer Data, directly or indirectly, for any other purpose, including to develop, improve or train any product, feature or model for Edpuzzle or any third party, except to create Anonymized Data as permitted by this Section 4. This Section 4(a) does not apply to Account and Relationship Data, which is governed by Section 2.4.

(b) Manage and process Customer Data acquired from the Customer in accordance with the documented instructions as set out in this DPA and the obligations of Applicable Laws, including with regard to transfers of personal data to a third country or an international organization, unless required to do so by any other Applicable Law to which Edpuzzle is subject. In such a case, Edpuzzle shall inform the Customer of that legal requirement before processing, unless any applicable law prohibits disclosure of such information on important grounds of public interest. Edpuzzle shall immediately inform Customer if, in its opinion, an instruction infringes Applicable Laws.

(c) Customer Data that has undergone Pseudonymization, or that has otherwise been processed to remove, replace, or mask identifiers but can still be attributed to a Data Subject by any means reasonably likely to be used, remains Customer Data and is subject to this DPA in full, regardless of

whether Edpuzzle, a Subprocessor or any other recipient holds or has access to the additional information needed to attribute it to a Data Subject

(d) Edpuzzle may create Anonymized Data from Customer Data and may use Anonymized Data for research, to improve its products and services, and to develop new products and services. Data qualifies as Anonymized Data only if it meets the definition of Anonymized Data in Section 1.1, regardless of how it is described in the Service Agreement, the Terms of Service or any other document.

4.2. Taking into account the nature of the processing, Edpuzzle shall assist Customer by appropriate technical and organizational measures, insofar as it is possible, to enable Customer to fulfil its obligations to respond to requests from Data Subjects (including the rights of access to, rectification of, and erasure of Personal Data), and shall promptly comply with any request from Customer to amend, transfer or delete such Personal Data.

4.3. If a Data Subject makes a request to Edpuzzle, Edpuzzle will promptly forward such request to Customer once Edpuzzle has identified that the request is from a Data Subject for whom Customer is responsible. Customer authorizes Edpuzzle to respond to any Data Subject who makes a request to Edpuzzle, to refer such Data Subject to Customer. The Parties agree that Customer's use of Account Settings, as well as associated procedures foreseen in the Service Agreement, and Edpuzzle forwarding Data Subjects to Customer for data requests in accordance with this DPA, represent the scope and extent of Customer's required assistance.

5. Obligations of Customer as Data Controller

5.1 Customer retains control of the Customer Data and shall, in their use of the Services: (i) Process Customer Data in accordance with the requirements of Applicable Laws; (ii) have primary responsibility for the collection, accuracy, quality, and legality of Customer Data and the means by which Customer Data is acquired; and (iii) ensure that it informs any Customer End-Users whose Personal Data is disclosed to Edpuzzle and Processed pursuant to the Service Agreement and this DPA, that Customer may use and disclose Customer Data to Edpuzzle.

5.2 Where this DPA is accepted by an individual End-User, such as a teacher, who uses the Services in connection with their work for an educational institution, that End-User accepts this DPA on behalf of that institution, which is the Customer and the Controller of the Customer Data for the purposes of this DPA. The End-User represents that they are authorized by that institution, or permitted under its policies, to use the Services and to accept this DPA on its behalf.

6. Confidentiality of Customer Data

6.1. Edpuzzle will not access or use, or disclose to any third party, any Customer Data, except, in each case, as necessary to maintain or provide the Services, or as required by Applicable Laws to which Edpuzzle is subject, in which case Edpuzzle shall inform Customer of that legal requirement before the disclosure, unless such law prohibits it on grounds of public interest, or in response to a Third-Country Demand in accordance with this Section 6.1. If a governmental body sends Edpuzzle a demand for Customer Data, Edpuzzle will attempt to redirect the governmental body to request that data directly from Customer. As part of this effort, Edpuzzle may provide Customer's basic contact information to the governmental body. If compelled to disclose Customer Data to a governmental body, then Edpuzzle will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy unless Edpuzzle is legally prohibited from doing so, in which case Edpuzzle will use reasonable efforts to obtain a waiver of the prohibition. A "Third-Country Demand" is a request, order or other demand (such as a subpoena, warrant or court order) from a court or other public authority of a country whose law is not an Applicable Law, for disclosure of or access to Customer Data. In addition to the foregoing, upon receiving a Third-Country Demand, Edpuzzle shall: (a) review its lawfulness and challenge it where, after careful assessment, Edpuzzle concludes that there are reasonable grounds to consider it unlawful under the laws of the requesting country, applicable obligations under international law, or principles of international comity, and pursue available appeals; (b) disclose only the minimum Customer Data permissible under a reasonable interpretation of the demand; (c) document its assessment and, to the extent permitted, make it available to Customer; and (d) not disclose Customer Data except in accordance with Chapter V of the GDPR, including Article 48, or the equivalent provisions of the UK GDPR or the Swiss DPA. Where the Standard Contractual Clauses apply, Clause 15 of the EU SCC prevails over this Section 6.1 to the extent of any conflict

6.2. Edpuzzle restricts its employees from processing Customer Data without authorization by Edpuzzle as described in Exhibit "A" of this DPA. Edpuzzle imposes appropriate contractual obligations upon its employees, including relevant obligations regarding confidentiality, data protection and data security.

7. Edpuzzle Subprocessors

7.1. Customer gives Edpuzzle general authorization to retain Edpuzzle's affiliates, subsidiaries, and certain Third Parties as Subprocessors to process Customer Data on behalf of Edpuzzle to provide the Services. Edpuzzle's Subprocessors are referred to and listed in Edpuzzle's Privacy Policy and Edpuzzle's Trust Center, accessible at https://edpuzzle.com/privacy (section "Which are Edpuzzle's third-party service providers?") and https://trust.edpuzzle.com (section "Resources"), respectively.

7.2. At least fifteen (15) days before Edpuzzle engages a Subprocessor, Edpuzzle will update its website and/or provide Customer with a mechanism to obtain notice of that update. Customer may object to Edpuzzle's use of a new Subprocessor (based on reasonable data protection concerns) and, accordingly, (i) terminate the Service Agreement pursuant to its terms; or, to the extent applicable, (ii) cease using the Services for which Edpuzzle has engaged the Subprocessor. For the purposes of this Section and the receipt of notifications from Edpuzzle regarding Subprocessors, Customer hereby agrees to have its designated representative create an Edpuzzle account and verify their email address accordingly.

7.3. Where Edpuzzle engages a Subprocessor as described in this Section, Edpuzzle will:

(a) restrict the Subprocessor's access to Customer Data only to what is necessary to provide or maintain the Services in accordance with the Service Agreement; additionally, Edpuzzle will prohibit the Subprocessor from accessing Customer Data for any other purpose;

(b) enter into a written agreement with the Subprocessor and, to the extent that the Subprocessor performs the same data processing services provided by Edpuzzle under this DPA, Edpuzzle will impose on the Subprocessor contractual obligations that are consistent with and not less stringent than those Edpuzzle has under this DPA; and

(c) remain responsible for its compliance with the terms of this DPA and for any acts or omissions of engaged Subprocessors that cause Edpuzzle to breach any of Edpuzzle's obligations under this DPA.

7.4. The Parties acknowledge that, pursuant to Subprocessor confidentiality restrictions, Edpuzzle may be restricted from disclosing onward Subprocessor agreements to Customer. Notwithstanding, Edpuzzle will use reasonable efforts to require any Subprocessor it engages to permit it to disclose the Subprocessor agreement to Customer. Even where Edpuzzle cannot disclose a Subprocessor agreement to Customer, the Parties agree that, upon the written request of Customer, Edpuzzle will (on a confidential basis) provide all information it reasonably can in connection with such subprocessing agreement to Customer.

8. Safeguarding Customer Data

8.1. Edpuzzle shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. For further information and detail of such measures, please refer to "Exhibit A".

9. Audits

9.1. As outlined below, Edpuzzle shall make available to Customer, upon Customer's written request, all information necessary to demonstrate compliance with Edpuzzle's obligations laid down in this DPA and applicable laws and regulations, and allow for Customer audits.

9.2. Upon written request by Customer, Edpuzzle shall provide the Customer with copies of its policies and related procedures that pertain to the protection of Personal Data. These may be made available in a form that does not infringe Edpuzzle's own information security policies, confidentiality obligations, and/or applicable laws. In addition, upon written request from Customer, Edpuzzle will provide Customer

with a recent industry standard independent audit report on Edpuzzle's privacy and security practices. Where such audit report is not available, Edpuzzle will allow Customer, at Customer's expense, to audit the security and privacy measures that are in place to ensure the protection of Personal Data or any portion thereof. Edpuzzle will cooperate fully with Customer and provide access to staff, agents, reports, and records to the extent necessary for performing the audit.

Any audit performed under this Section must be:

(a) conducted during Edpuzzle's regular business hours;
(b) informed of with reasonable advance written notice to Edpuzzle;
(c) carried out in a manner that prevents unnecessary disruption to Edpuzzle's operations;
(d) subject to reasonable confidentiality procedures; and
(e) limited to one (1) per year, except in the case of a Personal Data Breach or a request made by a relevant supervisory authority.

9.3. Customer acknowledges and agrees that all information provided by Edpuzzle under this section, including the audit report referred to in section 9.2, may require adherence to reasonable confidentiality measures, such as, but not limited to, a non-disclosure agreement signed by both Parties.

10. Security Incidents

10.1. Edpuzzle shall implement controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to Customer Data as foreseen in Section 8 "Safeguarding Customer Data" of this DPA.

10.2. Upon the discovery by Edpuzzle of a Security Incident that results in the unauthorized release, disclosure, or acquisition of Personal Data, or the suspicion that such an incident may have occurred, Edpuzzle shall provide notice to Customer without undue delay and, where feasible, not later than forty-eight (48) hours after having become aware of it ("Initial Notice"). Where the notification to Customer is not made within forty-eight (48) hours, it shall be accompanied by reasons for the delay.

10.3. The notice shall be delivered to Customer's designated representative(s) by electronic mail and shall, to the extent known at the time of notification:

(a) specify date and time of the incident;

(b) describe the nature of the Personal Data affected including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of personal data records concerned;

(c) communicate the name and contact details of the Data Protection Officer or other contact point where more information can be obtained;

(d) describe the likely consequences of the Security Incident;

(e) describe the measures taken or proposed to be taken by Edpuzzle to address the Security Incident, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

10.4. It is Customer's sole responsibility to ensure Customer's designated representative(s) maintain accurate contact information on their Edpuzzle account.

10.5. Edpuzzle shall assist Customer in fulfilling its obligation to notify the relevant supervisory authority and data subjects of a Personal Data Breach in accordance with Applicable Laws.

10.6. Taking into account the nature of the processing and the information available to Edpuzzle, Edpuzzle shall provide Customer with the information reasonably requested by Customer to carry out a data protection impact assessment and any prior consultation with a supervisory authority under Articles 35 and 36 of the GDPR or the UK GDPR, in each case relating to the Services.

10.7. Without prejudice to the foregoing, Customer agrees that:

(a) an unsuccessful Security Incident will not be subject to this Section. An unsuccessful Security Incident is one that results in no unauthorized access to Customer Data or to any Edpuzzle's equipment or facilities storing Customer Data, and could include, without limitation, pings and other broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents; and

(b) Edpuzzle's obligation to report or respond to a Security Incident under this Section is not and will not be construed as an acknowledgement by Edpuzzle of any fault or liability of Edpuzzle with respect to the Security Incident.

11. Transfers of Personal Data

11.1. Customer authorizes Edpuzzle and its Subprocessors to make international transfers of Customer Data in accordance with this DPA and Applicable Law.

11.2. Customer acknowledges and agrees that, subject to compliance with Applicable Law, Edpuzzle may process Customer Data where Edpuzzle (including its affiliates and subsidiaries) or its Subprocessors maintain data processing operations. When the transfer of Customer Data from Customer (as data exporter) to Edpuzzle (as data importer) requires certain safeguards ("Transfer Mechanism/s") as per Applicable Law, the Parties agree to be subject to the following Transfer Mechanisms, that are incorporated into and form part of this DPA:

(a) Adequacy Decision/Adequacy Regulation (including those adopted for the US Data Privacy Framework);
(b) Standard Contractual Clauses (except as provided in section 11.5); or
(c) other Transfer Mechanism as permitted under Applicable Law.

11.3. In the event the Services are covered by more than one Transfer Mechanism, the transfer of personal data will be subject to a single Transfer Mechanism, as applicable, and in accordance with the following order of precedence: (a) Adequacy Decision/Regulation; (b) the Standard Contractual Clauses; and (c) other alternative data Transfer Mechanisms permitted under Applicable Laws.

11.4. The Standard Contractual Clauses will not apply to a Data Transfer if Edpuzzle has adopted Binding Corporate Rules for Processors or an alternative recognized compliance standard for lawful Data Transfers.

11.5. It is not the intention of either Party to contradict or restrict any of the provisions set forth in the Standard Contractual Clauses and, accordingly, if and to the extent the Standard Contractual Clauses conflict with any provision of the Service Agreement (including this DPA), the Standard Contractual Clauses will prevail to the extent of such conflict.

11.6. By entering into this DPA, the Parties are deemed to be signing the applicable Standard Contractual Clauses and its applicable Appendices and Annexes.

12. DPA Termination and Disposal of Customer Data

12.1. This DPA remains in effect for the term set out in Section 3.2. The termination or expiration of the Service Agreement (the date of which is the "Termination Date") does not terminate this DPA, which continues to govern all Customer Data that Edpuzzle or its Subprocessors hold after the Termination Date, including copies retained under Section 12.4 and backups under Section 12.5, until that Customer Data has been returned or deleted.

12.2. Edpuzzle shall ensure, following the Termination Date, that all documents, data, other records or tangible objects containing or representing Personal Data which have been disclosed by Customer to Edpuzzle and all copies thereof which are in the possession of Edpuzzle and its Subprocessors, shall at the written request and election of Customer, be returned and/or securely deleted. Upon Customer's written request, Edpuzzle shall certify such deletion in writing.

12.3. In the absence of any specific disposal request from Customer, Personal Data shall be automatically deleted after End-User Accounts have been inactive for a period of eighteen (18) months, in compliance with the principle of minimum data retention.

12.4. Where Edpuzzle is required for legal or regulatory compliance to retain a copy of Personal Data, Edpuzzle shall provide Customer in writing with full details of any information they are proposing to retain and the details of the legal and regulatory obligations governing this action.

12.5. Without prejudice to all of the aforementioned, Edpuzzle may keep Customer Data in backups as part of its disaster recovery storage system for up to three (3) months after that Customer Data has been deleted, whether deletion occurs during the term or after the Termination Date, provided such data is (i) inaccessible to the public; and (ii) not used in the normal course of business by Edpuzzle.

12.6. Anonymized Data created before termination may be retained and used only as permitted by Section 4.

13. Entire Agreement

This DPA incorporates the Standard Contractual Clauses by reference. Except as amended by this DPA, the Service Agreement will remain in full force and effect. If there is a conflict between the Service Agreement and this DPA, the terms of this DPA will control. Nothing in this document varies or modifies the Standard Contractual Clauses. In relation to Customer Data subject to this DPA, the Privacy Policy, the Terms of Service and any other document incorporated into the Service Agreement may describe Edpuzzle's processing but shall not expand the Permitted Purposes or authorize any use of Customer Data that this DPA does not permit. In the event of conflict, this DPA prevails with respect to such Customer Data.

Edpuzzle may publish a new version of this DPA, which supersedes the previous version from its effective date. Where a new version changes the purposes of processing Customer Data or reduces the security measures or Edpuzzle's obligations under this DPA, Edpuzzle will notify Customer of it at least fifteen (15) days before its effective date by the means described in Section 7.2. A change required by Applicable Laws takes effect on publication.

This DPA is entered into by the Parties as part of the Service Agreement.

This DPA is hereby deemed incorporated into the Service Agreement by reference and is fully effective without requiring a signature from either Party. Should you require a signed copy of the DPA for evidence or compliance purposes, please notify us, and a pre-signed version will be made available for your signature.

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Exhibit A

Edpuzzle Security Standards

Edpuzzle has a comprehensive Security Program in place designed to protect the confidentiality, integrity, and availability of systems, networks and data. The following is a general overview of data security protocols in place:

1. **Encryption techniques:**
    a. **Data in Transit.** Data is transferred using HTTPS and enabling, at least TLS v1.2 and v1.3.
    b. **Data at Rest.** AES-256-CBC (256-bit Advanced Encryption Standard in Cipher Block Chaining mode). 256-bit encryption is a data/file encryption technique that uses a 256-bit key to encrypt and decrypt data or files.

2. **Technical and organizational measures:**

    - Pseudonymization and encryption (as outlined above) of Personal Data.
    - Password protection.
    - the implementation of measures that ensure the ongoing confidentiality, integrity, availability and resiliency of processing systems and services.
    - the capacity to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident.
    - the design and implementation of a process to regularly test, assess, and evaluate the effectiveness of technical and organizational measures for ensuring the security of processing.
    - Edpuzzle shall ensure the security of information stored on all fixed and mobile devices, including desktop computers, servers and mobile computer devices (laptops, notebooks, smartphones and other smart type devices) and removal storage devices (CD, DVD, portable hard drives, etc.)

3. **Data Center Security:** Edpuzzle uses Amazon Web Services ("AWS") Data Centers, which conform to the following:

    - AWS has extensive experience in designing, constructing, and operating large-scale data centers. AWS data centers are housed in nondescript facilities.
    - Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, intrusion detection systems, and other electronic means.
    - Authorized staff must pass two-factor authentication a minimum of two times to access data center floors.
    - AWS only provides data center access and information to employees and contractors who have a legitimate business need.
    - AWS has certification for compliance with ISO 27001, ISO 27017, ISO 28018, and ISO 27701, as well as with the System and Organization Controls ("SOC") 1, 2 and 3 Reports.

4. **Personnel:** Edpuzzle employees with access to Personal Data:

    - Undergo criminal background checks.
    - Receive annual privacy and security training.
    - Access to Personal Data is role-based; limited to those employees who need access to perform job responsibilities.

5. **Continued Evaluation:** Edpuzzle will conduct periodic reviews of the security of its systems and networks, and the adequacy of its information security program:

    - as measured against industry security standards and its policies and procedures; and
    - to determine whether additional or different security measures are required to respond to new security risks or findings generated by periodic reviews.

6. **Audits/Certifications:** Edpuzzle maintains certifications from ISO 27001:2022, Esquema Nacional de Seguridad (ENS - Spain), maintains a Certificate of Assurance from Cyber Essentials for complying with the requirements of the Cyber Essentials Scheme, completes annually a SOC 2 Type II audit, and has been certified by the FTC-approved COPPA "Safe Harbor Program" from iKeepSafe. Please visit Edpuzzle's Trust Center at trust.edpuzzle.com/resources for further information.

For further information on security at Edpuzzle, please visit our Trust Center at https://trust.edpuzzle.com/resources.

Exhibit B

Edpuzzle Standard Contractual Clauses

THIS EXHIBIT IS ATTACHED TO AND FORMS PART OF THE DATA PROCESSING ADDENDUM (THE "DPA"). UNLESS OTHERWISE DEFINED IN THIS ATTACHMENT, CAPITALIZED TERMS USED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE DPA.

Customer acknowledges and agrees that, subject to compliance with Applicable Laws, Edpuzzle may process EU/UK/Swiss Customer Data anywhere in the world where Edpuzzle, its Affiliates or its Subprocessors maintain data processing operations. The Parties agree that when the transfer of Customer Data from Customer (as "data exporter") to Edpuzzle (as "data importer") requires that appropriate safeguards are put in place, and according to the precedence rules outlined in this DPA, the Parties are subject to the Standard Contractual Clauses, which will be deemed incorporated into and form a part of this DPA, their obligations will be as follows:

(a) In relation to transfers of **EU Customer Data** protected by the GDPR, the EU SCCs will be completed as follows:

- The clauses as set forth in Module Two (controller to processor) will apply only to the extent Customer is a controller and Edpuzzle is a processor;
- The clauses as set forth in Module Three (processor to processor) will only apply to the extent Customer is a processor and Edpuzzle is a subprocessor;
- The "data exporter" is the Customer, and the exporter's contact information is set forth in Exhibit C below;
- The "data importer" is Edpuzzle, and Edpuzzle's contact information is set forth in Exhibit C below;
- In Clause 7, the optional docking clause will not apply;
- In Clause 9, Option 2 will apply, and the time period for prior notice of Subprocessor changes will be as set out in Section 7.2 of the DPA;
- In Clause 11, the optional language will not apply;
- In Clause 17, Option 1 will apply, and the EU SCCs will be governed by Spanish law;
- In Clause 18(b), disputes will be resolved before the courts of Spain; and
- Annexes I and II of the Appendix are set forth in Exhibit C below.

(b) In relation to transfers of **UK Customer Data** protected by the UK GDPR, the "International data transfer addendum to the European Commission's standard contractual clauses for international data transfers" (Version B1.0, in force March 21st, 2022)(the "UK SCC Addendum) will apply, completed as follows:

- The content required in Tables 1 and 3 of the UK SCC Addendum shall correspond to the respective content of the EU SCC as outlined below in Exhibit C.
- The content required in Table 2 of the UK SCC Addendum shall be completed as follows:
    - Addendum EU SCCs shall be "the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum"
    - the table shall be completed as follows when the Module is applicable as per (a) above:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data

						collected by the Exporter?
1 Controller to Controller	NO					
2 Controller to Processor	YES	Will not apply	Optional language will not apply	Option 2	As per section 7.2 DPA	
3 Processor to Processor	YES	Will not apply	Optional language will not apply	Option 2	As per section 7.2 DPA	
4 Processor to Controller	NO					

(c) In relation to transfers of **Swiss Customer Data** protected by the Swiss DPA, the EU SCCs will also apply to such transfers in accordance with paragraph (a) above, subject to the following:

- Any references in the EU SCCs to "Directive 95/46/EC" or "Regulation (EU)2016/679" will be interpreted as references to the Swiss DPA;
- Any references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and
- Any references to the "competent supervisory authority" and "competent courts" will be interpreted as references to the relevant data protection authority and courts in Switzerland;
- unless the EU SCCs as implemented above cannot be used to lawfully transfer such Customer Data in compliance with the Swiss DPA, in which event the Swiss SCCs will instead be incorporated by reference and form an integral part of this DPA and will apply to such transfers. Where this is the case, the relevant Annexes or Appendices of the Swiss SCCs will be populated using the information contained in Exhibit C of this DPA (as applicable).

EXHIBIT C

ANNEX I: LIST OF PARTIES

Data Exporter(s)/Controller(s):

- Name: The entity identified as "Customer" in the DPA.
- Address: The address for Customer associated with its Edpuzzle account or as otherwise specified in the DPA or the Service Agreement.
- Contact person's name, position and contact details: The contact details associated with Customer's Edpuzzle account, or as otherwise specified in the DPA or the Service Agreement.
- Activities relevant to the data transferred under these Clauses: The activities specified in Section 3 of the DPA.

- Signature and date: By using the Edpuzzle Services to transfer Customer Data to Third Countries, the Controller will be deemed to have signed this Annex I.

Data Importer(s)/Processor(s):

- Name: "Edpuzzle" as identified in the DPA.
- Address: EDpuzzle, Inc., 833 Market Street, Suite 427, San Francisco, CA 94103, United States of America.
- Contact person's name, position and contact details: Data Protection Officer, privacy@edpuzzle.com; Av. Pau Casals 16, Pral. 1-A, 08021 Barcelona, Spain..
- Activities relevant to the data transferred under these Clauses: The activities specified in Section 3 of the DPA.
- Signature and date: By transferring Customer Data to Third Countries on Customer's instructions, the Processor will be deemed to have signed this Annex I.

ANNEX II: DESCRIPTION OF TRANSFER

1. **Data subjects**. The personal data transferred concerns the following categories of data subjects: End-Users and Customer End-Users, as described in Section 3 of the DPA.
2. **Categories of data.** Personal Data uploaded to the Edpuzzle Service under End-Users' and Customers' Edpuzzle accounts excluding Account and Relationship Data as defined in Section 2.4 of the DPA.
3. **Special categories of data (if applicable).** N/A
4. **Processing operations**. The personal data transferred will be subject to the following basic processing activities (please specify): As set forth in the DPA between the Parties, as well as any appendices thereto.
5. **The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).** Personal data is transferred in accordance with Customer's instructions as described in the DPA.
6. **Purpose(s) of the data transfer and further processing.** The Permitted Purposes defined in Section 1 of the DPA and the creation of Anonymized Data as permitted in Section 4(d).
7. **The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.** Customer Data is retained until its return or deletion under Section 12 of the DPA, including deletion of backups.
8. **For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing.** The subject matter, nature and duration of the processing are described in the DPA.

ANNEX III: TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

1. **Description of the technical and organizational measures implemented by the processor to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:** The technical and organizational measures, as well as the scope and the extent of the assistance required to respond to Data Subjects' requests, are described in the DPA.

2. **For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter:** The technical and organizational measures that the Processor will impose on Subprocessors are described in the DPA.