

DATA PROCESSING ADDENDUM TO VIDIGAMI SERVICES AGREEMENT

In requesting the provision of Vidigami Services, You have requested Vidigami to process Personal Data as a (Data) Processor on behalf of You as (Data) Controller, as such terms (or equivalent terms) are defined in Data Protection Laws. Any references hereunder to Personal Data shall be construed solely in relation to Personal Data that Vidigami processes as Processor, on behalf of You as Controller, and the terms of this Data Processing Addendum are without prejudice to Vidigami's own processing as Controller explained in its Privacy Policy.

1. Processing of Personal Data

You instruct and authorize Vidigami to process Personal Data in performing the Vidigami Services.

Vidigami will comply with applicable Data Protection Laws in the processing of Personal Data and will not process Personal Data other than in providing the Vidigami Services.

While this Data Processing Addendum contains obligations for Vidigami to assist You in complying with Data Protection Laws, You acknowledge that You remain responsible for Your own compliance obligations under Data Protection Laws, including but not limited to, providing any required notices and obtaining any required consents.

Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and data subject types in respect of which Vidigami may process the Personal Data on Your behalf in the context of the provision of the Vidigami Services.

2. Vidigami Personnel

Vidigami will take reasonable steps to ensure the reliability of its employees and subcontractors who have access to the Personal Data, ensuring in each case that access is limited to those individuals who need to access the relevant Personal Data, as necessary for the purposes of providing the Vidigami Services, and to comply with Data Protection Laws. Vidigami will also ensure that all such individuals are subject to confidentiality agreements or professional or statutory obligations of confidentiality.

3. Security

In relation to the Personal Data, Vidigami will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with such Personal Data.

4. Subprocessing

You acknowledge that Vidigami subcontracts to a cloud-hosted service to provide Vidigami Services including Data Processing. Vidigami will have contracts in place with any and all subcontractors to meet Vidigami's obligations in this Addendum. In the event where Vidigami intends to add or replace any such subcontractors, Vidigami will inform You of the intended change(s), where feasible one month prior to such change(s). In the absence of any written and reasoned objection within two weeks following such information, You will be deemed to have agreed to such change(s). Even if Vidigami is using subcontractors, Vidigami remains liable to You for the obligations in this Addendum.

5. Authorized Users' Rights

Taking into account the nature of the processing, Vidigami will assist You by implementing appropriate technical measures, to

the extent commercially reasonable and technically possible, for You to fulfill Your obligations to respond to requests to exercise Authorized Users' rights under the Data Protection Laws.

Vidigami will notify You if Vidigami receives a request from an Authorized User under any Data Protection Law in respect of Personal Data; and respond to request only in accordance with Your documented instructions or as required by applicable laws.

6. Personal Data Breach

Vidigami will notify You without undue delay upon becoming aware of a Personal Data breach. Vidigami will provide You with sufficient information to assist You in meeting Your obligations to report or inform your Authorized Users of the Personal Data Breach under the Data Protection Laws.

Vidigami will co-operate with You and take reasonable commercial steps as You direct to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

7. Data Protection Impact Assessment and Prior Consultation

Vidigami will provide reasonable assistance to You with any data protection impact assessments You reasonably consider necessary to comply with Data Protection Laws including prior consultations with competent data protection authorities solely in relation to Processing of Personal Data by Vidigami, taking into account the nature of the Processing and information available to Vidigami.

8. Deletion or return of Personal Data

At the termination or expiration of the Vidigami Services Agreement and cessation of Vidigami Services, Vidigami will, at Your choice, delete or return all the Personal Data except to the extent legally required to retain it subject to applicable laws.

9. Audit rights

Vidigami will make available to You on Your reasonable request all information necessary to demonstrate compliance with this Addendum. Upon reasonable notice of at least thirty (30) calendar days by You, Vidigami will allow for and contribute to audits, including inspections, by You or Your mandated auditor in relation to the processing of the Personal Data by Vidigami in meeting the relevant requirements of Data Protection Law. You agree to limit the audits to a strict minimum and with a maximum of once every 2 years, unless serious reasons for an earlier audit would exist or if a data protection authority requires so. Certifications and existing audit reports will be used to avoid audits.

10. Personal Data Transfer

You consent to the transfer and processing of Personal Data outside the EU and/or the European Economic Area as described in the Vidigami Services Agreement.

11. Definitions

"Data Protection Laws" means EU Data Protection Laws, UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

"EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each member state and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

"GDPR" means EU General Data Protection Regulation 2016/679.

"UK Data Protection Laws" means the UK Data Protection Act 2018 and UK General Protection Regulation.

ANNEXE A

I. Subject matter and duration

Subject matter: The subject matter of the data processing under this Data Protection Addendum is the provision of the Vidigami Services to You, in particular the sharing of photographs in relation to schools and related data.

Categories of data subjects: Your own personnel, and users related to Your school.

Categories of personal data: Photographs, first name, last name, email address, user type, graduation date. You may choose to enable the collection of biometric data.

Duration: The duration of data processing under this Data Processing Addendum is until the expiration of the [Vidigami Services Agreement], or until the agreement is terminated.

II. Nature and purpose of processing

Purpose: Vidigami agrees to process personal data on behalf of You for the purpose of provision of the services outlined within the [Vidigami Services Agreement].

Nature: Vidigami shall perform the following operations on personal data for the provision of services to You: collection, storage, retrieval, transmission and erasure.

Vidigami's Data Protection Officer (DPO) may be contacted via email to privacy@vidigami.com

This Addendum was last changed effective April 2025.