

Agreement

on the Processing of Personal Data

pursuant to Article 28 (3) of the (EU) Regulation 2016/679 (GDPR)

- Data Processing Agreement -

on behalf of the

Client: Name/Company

Client: street, house number

Client: Postcode, City

- Controller within the meaning of Art. 4 No. 7 GDPR -

- hereinafter referred to as "Client" or "Customer"-

by the

Strive Media GmbH

Erkrather Strasse 401

40231 Düsseldorf, Germany

- Processors within the meaning of Art. 4 No. 8 GDPR -

- hereinafter referred to as "Processor" or "Contractor"-

- hereinafter also referred to as "party" or jointly referred to as "parties" -

§ 1 | Subject Matter and Duration of the Data Processing

(1) Subject Matter

The Client's order to the Processor includes the following work and/or services: Optimization and visualization of the Client's network structure and workload as well as audio and/or video streaming of customer content.

(2) Duration

The duration of this Agreement (term) corresponds to the duration of the principal service agreement.

§ 2 | Specification of the Order

(1) Nature of processing

¹As part of the Agreement, personal data will be processed by the Processor within the meaning of Article 4 No. 2 GDPR. ²In essence, this is the collection, the recording, the organization, the ordering, the storage, the adaptation or modification, the use, the linking and the deletion.

(2) Purpose of processing

The data is processed for the following purpose:

- Use and visualization of the software solution.

(3) Place of processing

¹The undertaking of the contractually agreed data processing shall regularly take place in in a member state of the European Union (EU) or in another member state to the Agreement on the European Economic Area (EEA). ²Nevertheless, the Processor may process personal data outside the EU/EEA in compliance with the provisions of this Agreement if he has informed the client in advance of the place of data processing and if the requirements of Art. 44 et seq. GDPR have been fulfilled.

(4) Type of data

The subject of the processing of personal data are the following data types/categories:

- personal master data
- product data in customer use
- audience statistics, solution performance data, IP address and geographical location
- other data mentioned and lawfully processed by the Client.

(5) Categories of data subjects

The categories of persons concerned by the processing are:

- customers
- interested parties
- employees

§ 3 | Technical and Organisational measures

(1) Before the commencement of processing, the Processor shall document the execution of the necessary Technical and Organisational Measures, set out in advance of the awarding of the order, specifically with regard to the detailed execution of the Order, and shall present these documented measures to the Client for inspection. Upon acceptance by the Client, the documented measures become the foundation of the Order. Insofar as the inspection/audit by the Client shows the

need for amendments, such amendments shall be implemented by mutual agreement.

- (2) The Processor shall establish the security in accordance with Art. 28 para. 3 lit. c, and Art. 32 GDPR, in particular, in conjunction with Art. 5 para. 1 and para. 2 GDPR. The measures to be taken are measures of data security and measures that guarantee a protection level appropriate to the risk concerning confidentiality, integrity, availability, and resilience of the systems. The state of the art, implementation costs, the nature, scope and purposes of processing as well as the probability of occurrence and the severity of the risk to the rights and freedoms of natural persons within the meaning of Art. 32 para. 1 GDPR must be taken into account [Details in Appendix 1].
- (3) The Technical and Organisational Measures are subject to technical progress and further development. In this respect, it is permissible for the Processor to implement alternative adequate measures. In so doing, the security level of the defined measures must not be reduced. Substantial changes must be documented.

§ 4 | Quality assurance and other obligations of the Processor pursuant to Art. 28 para. 3, sent. 1 GDPR

In addition to complying with the rules of this order, the Contractor has his own legal obligations of a Processor; in this respect, he guarantees in particular compliance with the following requirements:

- a) ¹To the extent required by law, the Contractor shall designate an expert and reliable person as a data protection officer who carries out his activity in accordance with Art. 39, and Art. 38 GDPR. ²The contact details of the designated data protection officer will be communicated to the Client for the purpose of direct contact. ³Unless the Contractor is obliged to appoint a data protection officer, he shall appoint a contact person for data protection matters, whose contact details will be communicated to the Client for the purpose of direct contact. ⁴All changes in the person of the data protection officer or the contact person must be reported to the Client immediately.
- b) In accordance with Art. 28 para. 3 sent. 2 lit. b GDPR, the Contractor guarantees that the persons authorised to process the personal data have committed themselves to confidentiality or are subject to an appropriate legal obligation of confidentiality and have previously been familiarized with the provisions on data protection relevant to them.
- c) The Contractor and any person subordinated to the Contractor who has access to personal data may only process this data in accordance with the instructions (Art. 29, Art. 32 paras. 4 GDPR) of the Client, including the obligations granted in this Agreement, unless they are legally obliged to process.

- d) The Contractor guarantees the implementation and compliance with all Technical and Organizational measures required for this Order in accordance with Art. 28 para. 3 p. 2 lit. c, Art. 32 GDPR [details in Appendix 1].
- e) The Client and the Contractor (and, if applicable, their representatives) work together with the supervisory authority on request in the performance of their tasks (Art. 31 GDPR).
- f) The Client and the Contractor shall cooperate, on request, with the supervisory authority in performance of their tasks.
- g) The Client shall be informed immediately of any inspections and measures conducted by the supervisory authority, insofar as they relate to this Order. This also applies insofar as the Contractor is under investigation or is party to an investigation by a competent authority in connection with infringements to any Civil or Criminal Law, or Administrative Rule or Regulation regarding the processing of personal data in connection with the processing of this Order.
- h) Insofar as the Client is subject to an inspection by the supervisory authority, an administrative or summary offence or criminal procedure, a liability claim by a data subject or by a third party or any other claim in connection with the Order or the data processing by the Contractor, the contractor shall make every effort to support the Client.
- i) The Contractor shall periodically monitor the internal processes and the Technical and Organizational Measures to ensure that processing within his area of responsibility is in accordance with the requirements of applicable data protection law and the protection of the rights of the data subject.
- j) Verifiability of the Technical and Organisational Measures conducted by the Client as part of the Client's supervisory powers referred to in clause 7 of this Agreement.

§ 5 | Subcontracting pursuant to Art. 28 para. 3, sent. 2 lit. d GDPR and Art. 28 paras. 3 and 4 GDPR

- (1) ¹Subcontracting within the meaning of this Agreement are services that relate directly to the provision of the principal service. ²On the other hand, such services are not to be regarded as subcontracting which the contractor makes use of from third parties as a purely ancillary service in order to carry out his business activities. ³These include, for example, cleaning services, pure telecommunications services without specific reference to services provided by the Contractor for the Client, postal and courier services, transport services or guarding services. ⁴Nevertheless, the Contractor is obliged to ensure, even in the case of ancillary services provided by third parties, that appropriate precautions and technical and organisational measures have been taken to ensure the protection of personal data. ⁵The maintenance and care of IT systems or applications constitutes a subcontracting requiring approval and order processing within the meaning of Art. 28 GDPR if the maintenance and testing concerns such systems that are also used in connection

with the provision of services for the Client and personal data can be accessed during maintenance, which are processed on behalf of the Client.

- (2) In accordance with the provisions of Art. 28 para. 2 sent. 1 GDPR, the Contractor does not commission any further processor (subcontractor or sub-subcontractor) without prior separate or general written approval of the Client, whereby the provisions on subcontractor agreement shall correspondingly apply to both, the subcontractor and to all subsequent (sub-) subcontractors.
- (3) The Contractor hereby agrees to the commissioning of the following subcontractors:

Name/Company	Address/Country	(Partial) performance
3Q GmbH and its subcontractor ChinaCache, North America Inc.	Kurfürstendamm 102, 10711 Berlin, Germany (3Q GmbH) and 21700 Copley Dr # 300, Diamond Bar, CA 91765, USA	China CDN
Auth0 Inc.	10800 NE 8th, St, Suite 700, Bellevue, WA 98004, USA	Authentication
Google LLC	1600 Amphitheatre Parkway, Mountain View, CA 94043, USA	Providing the servers
mongoDB	1633 Broadway, 38th Floor, New York, NY 10019 USA	Database of the services
myLoc	Am Gatherhof 44,.40472 Düsseldorf, Germany	Streaming server
Swisscom Ltd and its subcontractor Akamai Technologies Inc.	Alte Tiefenastraße 6, CH-3050 Bern, Switzerland (Swisscom AG) and 145 Broadway Cambridge, MA 02142, USA (Akamai Technologies Inc.)	Akamai CDN
HubSpot, Inc.	25 First Street, 2nd Floor Cambridge, MA 02141 USA	Platform for inbound marketing, sales, CRM and customer service
Chargebee, Inc.	340 S. Lemon Avenue, Suite #1537, Walnut, California 91789	Subscription Management

- (4) ¹The Client hereby approves in a general manner the use of further processors (subcontractors) by the Contractor, whereby the further outsourcing by the subcontractor to subcontractor requires the separate approval of the Client in written or text form. ²The Contractor shall inform the Client of any intended changes

with regard to the involvement or replacement of further processors. ³In individual cases, the Client has the right to object in writing or in text form to the commissioning of a potential further processor. ⁴An objection may only be raised by the Client for an important reason to be proven to the Contractor. ⁵If the client does not object within 14 days after receipt of the notification, his right of objection with regard to the corresponding assignment expires. ⁶If the Client refuses to agree for other as for important reasons by his objection, the Contractor may terminate this Agreement as well as, if necessary, the principal contract at the time of the planned use of the subcontractor.

- (5) ¹The transfer of personal data of the Client to the subcontractor and his first-time action are only permitted once all the conditions for subcontracting have been met. ²In particular, it is the responsibility of the Contractor to transfer his data protection obligations under this Agreement in accordance with Art. 28 para. 4 sent. 1 GDPR to the other processor.
- (6) ¹If the subcontractor provides the agreed service outside the EU/EEA, the Contractor shall ensure the compliance under data protection law by means of appropriate measures. ²This also applies if service providers within the meaning of para. 1 sent. 2 are to be used. ³Against this background, the Client hereby authorises the Contractor, on behalf of the Client to conclude a contract with another processor, including the EU standard contractual clauses for the transmission of personal data to processors in third countries as of 5 February 2010.

§ 6 / Control rights of the Client pursuant to Art. 28 para. 3 sent. 2 lit. h GDPR

- (1) ¹ The Client has the right, after consultation with Contractor, to carry out inspections or to have the carried out by auditors to be designated in individual cases and who may not be in a competitive relationship with the Contractor. ²He has the right to verify by random checks, which are usually to be notified in good time, that the Contractor is compliant in his business operations with the provisions of this Agreement.
- (2) ¹The Contractor shall ensure that the Client can verify the compliance with the Contractor's obligations under Art. 28 GDPR. ²The Contractor undertakes to provide the Client with the necessary information upon request and, in particular, to demonstrate the implementation of the Technical and Organizational measures.
- (3) Evidence of such measures, which do not only concern the specific order, may be provided by:
- a) compliance with approved rules of conduct in accordance with Art. 40 GDPR;
 - b) certification according to an approved certification procedure in accordance with Art. 42 GDPR;

- c) current auditor's certificates, reports or report extracts from independent bodies (e.g. auditors, data protection officers, IT security department, data protection auditors, quality auditors) and/or
- d) a suitable certification by an IT security or data protection audit (e.g. according to the BSI basic protection).

§7 / Support and notification obligations of the Contractor pursuant to Art. 28 para. 3 sent. 2, lits. e and f GDPR

- (1) ¹The Client is responsible for safeguarding the rights of the data subject. ²Against this background, the Contractor is nevertheless obliged, depending on the type of processing, to support the Client, as far as possible, with appropriate technical and organizational measures at his or her client's obligation to respond to requests for the exercise of the data subject's rights referred to in Chapter III of the GDPR, i.e. when responding to requests from data subjects with regard to the Client's obligations to provide information to the data subjects, their right to information, their right to correction, erasure, restriction of processing, data portability and related notification obligations of the Client, the right to object or to automated decisions including profiling, if the data subject asserts corresponding rights. ³Insofar as the data subject directly addresses the Contractor for the purpose of asserting a right, the latter shall immediately forward the requests of the data subject to the Client.
- (2) ¹Taking into account the type of order processing and the information available to the Contractor, the Contractor shall also support the Client in complying with the obligations referred to in Art. 32 to Art. 36 of the GDPR, i.e. in fulfilling his or her legal obligations regarding data security, reporting data breaches to the supervisory authorities and the persons concerned, carrying out data protection impact assessments and prior consultation with the competent supervisory authority, if this is necessary within the framework of the data protection impact assessment. ²The Contractor and the Client shall cooperate in the performance of their tasks at the request of the competent supervisory authorities.

§ 8 / Authority of the client to issue instructions

- (1) ¹The Contractor processes personal data exclusively within the framework of the concluded agreements and in accordance with documented instructions of the Client, unless he is obliged to any other processing by the laws of the EU or an EU -Member State (Art. 28 para. 3 sent. 3 lit. a, Art. 29 GDPR). ²In the event of such an obligation, the Contractor shall inform the Client of these legal requirements before processing, provided that the law in question does not prohibit such notification on the grounds of an important public interest.
- (2) ¹The Contractor guarantees that the processing of the order is accomplished in accordance with the instructions of the Client. ²If the Contractor is of the opinion that a directive of the Client violates this Agreement or applicable data protection law, he must inform the Client immediately; after a corresponding notification to the Client,

the Contractor may suspend the execution until the instruction is confirmed or modified by the Client. ³The parties agree that the sole responsibility for the processing in accordance with instructions lies with the Client.

- (3) ¹The instructions of the Client are generally made in written or text form. ²If necessary, the Client may also issue instructions orally or by phone. ³Such instructions are immediately confirmed by the Client in written or text form.

§ 9 / Deletion and return of personal data pursuant to Art. 28 para. 3 sent. 2 lit. g GDPR


- (1) ¹Copies or duplicates of the data will not be created without the knowledge of the Client. ²This excludes backup copies, insofar as they are necessary to ensure proper data processing, as well as data that are necessary with regard to compliance with statutory storage obligations.
- (2) ¹After completion of the contractually agreed work or earlier at the request of the Client – at the latest with the termination of the service agreement – the Contractor shall hand over all processed documents and usage results prepared and data sets that concern the contractual relationship with the Client or, subject to prior consent, shall delete such items in accordance with applicable data protection law. ²The same applies to test and default material. ³The minutes of the deletion must be submitted upon request.
- (3) ¹Documents that serve to prove the compliant and proper data processing must be kept by the Contractor in accordance with the respective retention periods beyond the end of the Agreement. ²He may hand it over to the Client for his discharge at the end of the Agreement.

§ 10 /Other provisions

- (1) ¹ Both parties are obliged to treat confidentially all knowledge of trade secrets and data security measures of the other party acquired within the framework of the contractual relationship, also beyond the termination of the Agreement. ²If there are doubts as to whether information is subject to the obligation of confidentiality, it must be treated as confidential for written approval by the other party.
- (2) Should the Client's property be endangered by measures taken by third parties (such as attachment or confiscation), by insolvency or settlement proceedings or by other events, the Contractor must notify the Client immediately.
- (3) ¹For ancillary agreements, the written form is required. ²This also applies to the waiver of this form requirement.
- (4) The objection of the right to retention, for whatever legal reason, is excluded with regard to the data processed under the order and to the associated data carriers.
- (5) This Agreement also applies if and to the extent that authorities or courts deviate assume a common liability of the contracting parties within the meaning of Art. 26 GDPR.

- (6) ¹Should individual provisions of the Agreement prove to be wholly or partially ineffective or unenforceable or become ineffective or unenforceable as a result of changes in the legislation after conclusion of the Agreement, the remaining provisions of the Agreement and the validity of the Agreement as a whole shall remain unaffected thereby. ²The ineffective or unenforceable provision shall be replaced by an effective and enforceable provision, which comes as close as possible to the meaning and purpose of the void provision. ³Should the contract prove to be incomplete, such provisions shall be deemed to have been agreed which correspond to the meaning and purpose of the Agreement and would have been agreed if considered.
- (7) The Agreement is exclusively subject to the laws of the Federal Republic of Germany to the exclusion of its laws of conflict.
- (8) The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement is the registered office of the Contractor.

	Düsseldorf, 01.07.2021
Place, date	Place, date

	
Client	Contractor