**August 27 2022   SlideHub Asset Platform Data Processing Agreement**

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| **Introduction** | **Preamble** | The processing is based on the agreement between the parties for the provision of the SlideHub PowerPoint Asset Platform (see Standard Asset Platform Terms). |
| | | The content of this document only relates to the solution described in Standard Asset Platform Terms and do not cover the additional processing related to SlideHub Addon Services (see SlideHub Addon Services Data Processing Agreement) |
| | **Parties** | *Contractor/Data Processor:* <br> SlideHub ApS <br> Flæsketorvet 68, 1 <br> 1711 Copenhagen <br> Denmark <br> ("**SlideHub**") |
| | | *Client/Data Controller:* <br> The person or company that use or intend to potentially use SlideHub's PowerPoint Asset Platform |
| | | Please see the definition as per the Standard Asset Platform Terms. |
| **Definitions** | **"Data controller"** | Refers to the "Client" or the person or company that use or intend to potentially use SlideHub's services. |
| | **"Data processor"** | Refers to SlideHub ApS – see parties |
| | **"Contractor"** | Refers to SlideHub ApS – see parties |
| | **"Main agreement"** | Refers to the PowerPoint Asset Platform Terms and Conditions also mentioned below in list of appendices OR any customized agreement made between the parties that govern the PowerPoint Asset Platform provided by SlideHub to Client (or the organization of Client when appropriate). |

|  | **"SlideHub Asset Platform"** | The web-based client facing web software soltution offered to Client as part of the Main Agreement |
| **Appendix** | **Main Agreement** | The PowerPoint Asset Platform Terms and Conditions at any time applicable for Clients (companies and other organizations) deciding to use SlideHub's PowerPoint Asset Platform. The terms can be accessed via: https://slidehub.io/terms |
|  | **End-User License Agreement (EULA)** | The agreement between SlideHub and the individual end-user as agreed upon granted access to SlideHub Asset Platform. The agreement can be accessed via: https://slidehub.io/eula |

### Section 1: Overall purpose of the agreement

| 1.1 | **Introduction** | The Contractor collects/processes/uses personal data on behalf of the Client. |
| 1.2 | **Subject of the service** | The purpose of the service is to process data by collecting, recording, organizing, sorting, storing, reading, querying, using, disclosing through transmission, dissemination or any other form of provision, matching or linking, restriction, erasure or destruction of data **exclusively in connection with the services listed in the Main Agreement.** |
|  |  | The data will not be processed for other purposes. The contractual services will be executed exclusively in member states of the EU or in one of the contracting states of the agreement on the European Economic Area on the part of the data processor. A transfer of the services or of partial work to a third country may occur only if the special requirements of Art. 44 et seq. GDPR are met and this is absolutely required for the provision of the services. |
|  |  | Changes of the processing object and procedural changes are to be mutually agreed |
| 1.3 | **Duration of the service** | The agreement begins with the acceptance of the Main Agreement by both parties. |

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The agreement is valid as long as the Main Agreement is valid.

| 1.4 | **Type of data processing** | The Contractor processes a well-specified list of personal data of the Client, of Client's employees, and on very rare occasions on behalf of the Client's customers if such information is included in digital assets that have been uploaded to the SlideHub Asset Platform. |
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| 1.5 | **Type of personal data** | Personal data required for the execution of the service: |
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- personal master data (name, company name)
- contact information (email, phone number)
- task request information (ticket system information)
- invitation information (between Client employees)
- information about how much the PowerPoint Asset Platform has been used
- personal information potentially included in digital assets (slides, images, icon, text, etc) that have been uploaded by Client to the SlideHub PowerPoint Asset Platform
- billing and payment data
- usage information (assets, slides, icons etc. downloaded via the PowerPoint Asset Platform)
- usage statistics on SlideHub PowerPoint Asset Platform

## Section 2: Rights and obligations of the Client

| 2.1 | **Responsibility** | The Client is solely responsible for the assessment of the lawfulness of the data collection/processing/use as well as for the protection of the rights of all personal data shared with the Contractor. |
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| 2.2 | **Issue of orders** | The Client issues all orders or partial orders in writing or in a documented electronic format as outlined in the Main Agreement. |

| 2.3 | **Instructions of personal data** | The Client is entitled to give the Contractor written instructions regarding the processing of personal data provided by Client. |
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| 2.4 | **Transparency** | Prior to the start of data processing and then in regular intervals the Client is entitled to verify the compliance of the Contractor with any agreed technical and organizational measures and with the obligations arising from this Agreement. The Client can also use third parties to carry out this verification. The Client undertakes to remunerate all expenses incurred by the Contractor as a result of making this verification possible. |
| 2.5 | **Obligation to inform** | The Client informs the Contractor immediately if he detects any errors or irregularities in the examination of the services. |
| 2.6 | **Confidentiality** | The Client is obliged to treat with confidentiality all knowledge acquired about business secrets and data security measures of the Contractor resulting from the contractual relationship. This obligation remains valid even after termination of this Agreement. |

## Section 3: Obligations of the Contractor

| 3.1 | **Limitations of scope** | The Contractor shall only process personal data in accordance with the agreements, legal requirements and instructions of the Client in accordance with the GDPR, unless he is required to process it under the laws of the European Union or of the member state the processor is subject to (for example investigations of law enforcement and state protection authorities). In this case, the processor must notify the controller of such legal requirements prior to processing, unless such communication is prohibited due to important public interests under applicable law (Art. 28 (3) sentence 2 (a) GDPR). |
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| 3.2 | **Responsibility to act upon orders** | The Contractor shall correct, delete and block personal data under the contractual relationship or restrict its processing if the Client so requests in the agreement or instructs him so unless this contradicts the legitimate interests of the Contractor. When an affected person directly contacts the Contractor in this regard, the Contractor will immediately forward this |

request to the Client. The Contractor may act upon such a request if the Client does not respond to requests by affected data subjects within reasonable time.

| 3.3 | **Restrictions of usage** | The Contractor does not use the personal data provided for data processing for any other, especially not for own purposes. Copies or duplicates are not created without the knowledge of the Client. The Contractor assures the contractual processing of all agreed measures in the area of order-based processing of personal data. Contractor assures that the processed data is strictly separated from other data. |
| 3.4 | **Obligation to inform** | The Contractor will immediately inform the Client if, in his opinion, an instruction issued by the Client violates statutory provisions. The Contractor shall be entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the person responsible at the Client. |
| 3.5 | **Entitlement to control** | The Contractor agrees that the Client – by appointment – is entitled to control compliance with this agreement to the extent required under Art. 28 GDPR either directly or through third parties commissioned by the Client. The Contractor undertakes to provide the Client with the necessary information and to prove the implementation of the technical and organizational measures. |
| 3.6 | **Deletion upon cancellation** | After a potential termination of the contractual obligations as specified in the Main Agreement, the Contractor shall delete all data, documents and processing or utilization results, which were obtained in connection with the contractual relationship if requested by the Client in writing or via the SlideHub Client Platform unless doing so is not possible due to legal or factual grounds. |
| 3.7 | **Data protection officer** | Data protection officer of the Contractor is Anders Haugbølle Thomsen.<br><br>Changes of the data protection officer shall be notified to the Client without undue delay. |

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| 3.8 | **Confidentiality** | The Contractor undertakes to maintain confidentiality when processing personal data provided by the Client. This obligation shall survive the termination of the agreement. |
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| 3.9 | **Employees and subcontractor involvement** | The Contractor warrants that the employees and subcontractors involved in the provision of the services are familiar with the requirements of data protection relevant to their work and that they are bound to maintain confidentiality for the duration of their employment as well as after termination of the relationship. |
| 3.10 | **Consent for sharing** | The Contractor may only provide information to third parties, not considered subcontractors as outlined in section 4, or the data subject about personal data obtained during the service with prior instruction or written consent of the Client, or when as this information is provided based on legal requirements. |

## Section 4: Subcontractors

| 4.1 | **Use of Subcontractors** | The use of subcontractors for the processing of accounting information, payment information, email processing, and to the limited extend to which it is required within task delivery services e.g. visualizations of presentations, maintenance of slide library etc. is permitted due to the nature of the process of executing services using a global talent platform to execute orders under the Main Agreement. The approval required under Art. 28 (2) and (9) GDPR is hereby granted. |
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| 4.2 | **Selection of subcontractors** | The Contractor shall ensure that it has carefully selected the subcontractor with special consideration of the suitability of the technical and organizational measures taken by the subcontractor in accordance with Art. 32 GDPR. |
| 4.3 | **Subcontractors in third countries** | Subcontractors in third countries may only be commissioned if the special conditions of Art. 44et seq. GDPR are met (for example adequacy decisions by the European Commission, model data protection clauses, approved codes of conduct) or when their commissioning is necessary for the provision of the |

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service by the Contractor in order to execute the orders as specified in the Main Agreement.

| 4.4 | **Subcontractor obligations** | The Contractor must ensure that the agreed regulations between the Client and this Agreement also apply to subcontractors to the greatest extent possible and will regularly review compliance with the obligations of the subcontractor(s). |
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| 4.5 | **Specification for sub-Contractors** | In the agreement with the subcontractor the responsibilities of the parties shall be so specific to allow a clear distinction. If multiple subcontractors are used this also applies to the responsibilities between these subcontractors. |
| 4.6 | **Existing subcontractors** | The Client agrees that the subcontractors currently engaged in the processing of personal data for the Contractor are to continue handling data, but only to the extend required in order to execute orders as outlined in Main Agreement. |

## Section 5: Subcontractors

| 5.1 | **Level of data protection** | The Contractor shall ensure an appropriate level of protection for any data processing in accordance with the risks towards the rights and freedoms of data subjects affected by the processing. This shall at a minimum take into account the protection objectives of confidentiality, availability and integrity of the systems and services, as well as their resilience in terms of the nature, extent, circumstances and purpose of the processing so as to permanently reduce such risks by means of appropriate technical and organizational corrective measures. |
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| 5.2 | **Data protection concept** | The data protection concept utilized by the Contractor has selected its technical and organizational measures by considering the protection objectives in accordance with the state of the art of the IT systems and processing processes. |
| 5.3 | **Principles of proper data processing** | The Contractor shall comply with the principles of proper data processing. He shall ensure the contractually agreed and legally required data security measures. |

| 5.4 | **Technical and organizational development** | The technical and organizational measures may be modified to keep pace with technical and organizational developments over the course of the contractual relationship. The contractor shall establish procedures for the periodic review and evaluation of the effectiveness of the measures to ensure the safety of the processing. Significant changes will be communicated to the client in documented form. |
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| 5.5 | **Obligation of notifications** | The Contractor shall immediately notify the Client of any disruptions, violations against data protection regulations or the stipulations made under this agreement by the Contractor or persons under his employ, as well as about the suspicion of data breaches or irregularities in the processing of personal data. This applies in particular with regard to any notification and notification obligations of the Client in accordance with Art. 33 and 34 GDPR. The Contractor agrees to adequately support the Client in his duties according to Art. 33 and 34 GDPR. |

## Section 6: Liability

| 6.1 | **Serious violations** | In the case of serious violations of the terms of this agreement, in particular against compliance with applicable data protection regulations, the Client entitled to a special right of immediate termination. Further sanctions, in particular contractual penalties, are excluded. |
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| 6.2 | **Other termination** | For all other intents and purposes, the existing liability terms for the respective services as agreed in the Main Agreement apply. |

## Section 7:  Miscellaneous

| 7.1 | **Serious violations** | In the case of serious violations of the terms of this agreement, in particular against compliance with applicable data protection regulations, the Client is entitled to a special right of immediate termination. |
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Further sanctions, in particular contractual penalties, are excluded.

| 7.2 | **Side arguments** | The written form is required for side agreements. |
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| 7.3 | **Terms definition** | Terms used in this Agreement are to be understood according to their definitions in the EU General Data Protection Regulation. |

## Section 8: Effectiveness of the agreement

| 7.1 | **Validity of individual terms** | Should individual terms or clauses of the agreement be invalid or unenforceable, this does not affect the validity of the agreement otherwise. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic purpose pursued by the parties with the invalid or unenforceable provision. |
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## Section 9: List of subcontractors

| 8.1 | **Accounting & Billing** | Stripe Inc (www.stripe.com)<br>3180 18th Street<br>San Francisco, CA 94110<br>United States<br><br>Billy ApS (www.billy.dk, CVR: 33 23 91 06 )<br>Bredgade 33C, st. th<br>1260 København K |
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| 8.2 | **Ticket handling & Email** | Zendesk Inc (www.zendesk.com)<br>1019 Market St<br>SAN FRANCISCO   CA   94103-1612 USA<br><br>CustomerIO (www.customer.io)<br>921 SW Washington Street<br>Suite 820<br>Portland, Oregon, 97205<br><br>Hubspot (www.hubspot.com)<br>25 First Street, 2nd Floor<br>Cambridge, MA 02141<br>United States |

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| **8.3** | **Data storage and processing** | Amazon Web Services, Inc. (https://aws.amazon.com/)<br>1200 12th Avenue South<br>Suite 1200<br>Seattle, WA 98144 USA<br><br>Microsoft Azure (https://azure.microsoft.com)<br>15010 NE 36th Street Microsoft Campus Building 92<br>Redmond, WA 98052 |
| **8.4** | **Product improvement** | Segment (www.segment.com)<br>100 California St #700<br>San Francisco<br>CA 94111,<br>USA<br><br>Jira / Atlassian (www.atlassian.com)<br>Level 6, 341 George Street,<br>Sydney, NSW 2000<br>Australia<br><br>Fathom / Conva Ventures (www.conva.co )<br>BOX 37058 Millstream PO, Victoria<br>British Columbia, V9B 0E8<br>Canada |
| **8.5** | **Marketing** | Facebook Inc (www.facebook.com)<br>1 Hacker Way<br>Menlo Park, California<br><br>Linkedin (www.linkedin.com)<br>Sunnyvale HQ<br>1000 W Maude Ave, California<br><br>Google Ads (www.ads.google.com)<br>1600 Amphitheatre Parkway<br>Mountain View, CA 94043 |
| **8.6** | **Security** | Vanta Inc. (www.vanta.com )<br>369 Hayes<br>San Francisco, CA 94102 |

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