

vooPlayer Data Protection Addendum

This Data Protection Addendum ("Addendum") forms part of the agreement for provision of the vooPlayer service ("Agreement") between: (i) Zimimplify LLC, a limited liability company registered in Florida under company number 46-1079956 and whose registered office is 3001 N Rocky Point Drive East, Suite 200, Tampa, FL 33607 ("vooPlayer"); and

(ii)
of ("Customer")

The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as amended by, and including, this Addendum.

Definitions

In this Addendum:

Applicable Law	means as applicable and binding on the Customer, vooPlayer and/or the Services: (i) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of; (ii) the common law and laws of equity as applicable to the parties from time to time; (iii) any binding court order, judgment or decree; or (iv) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data outside the United States as may be permitted under Data Protection Laws from time to time;
Data Controller	has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
Data Processor	has the meaning given to that term (or to the term 'processor') in Data Protection Laws;

Data Protection Laws	means as applicable and binding on the Customer, vooPlayer and/or the Services: (i) in the United States, the GDPR, and/or any corresponding or equivalent national laws or regulations; (ii) in member states of the European Union: the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and (iii) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;
Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
GDPR	means the General Data Protection Regulation (EU) 2016/679;
Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data;
processing	has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);
Protected Data	means Personal Data received from or on behalf of the Customer to the extent that it is processed by vooPlayer on Customer's behalf in connection with the performance of vooPlayer's obligations under the Agreement, but does not include any anonymised, aggregated data derived by vooPlayer in whole or in part from any Personal Data;
Services	means the services to be provided under the Agreement being vooPlayer's Online Video Platform Software-as-a-Service (SaaS) solution for ingesting, processing and providing distribution and playback services for video from the Customer. Without limitation, the Services include the following:

	<p>A cloud-based dashboard and application for authorized users to ingest, configure and embed video content.</p> <p>A RESTful API for authorized users to ingest, configure and embed video content.</p>
Sub-Processor	means another Data Processor engaged by vooPlayer for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

Specific interpretive provision(s)

In this Addendum:

- (a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable;
- (b) a reference to a law includes all subordinate legislation made under that law; and
- (c) references to “paragraph numbers” are to paragraphs of this Addendum.

Data processing provisions

1. Data Processor and Data Controller

- 1.1 The parties agree that, for the Protected Data, the Customer shall be the Data Controller and vooPlayer shall be the Data Processor.
- 1.2 vooPlayer shall process Protected Data in compliance with:
 - 1.2.1 the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under the Agreement; and
 - 1.2.2 the terms of the Agreement.
- 1.3 The Customer shall comply with:
 - 1.3.1 all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under the Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 - 1.3.2 the terms of the Agreement.
- 1.4 The Customer warrants and undertakes that:

- 1.4.1 it shall ensure that Data Subjects are provided with appropriate information regarding the processing of their Personal Data, including by means of a transparent and easily accessible privacy notice.
- 1.4.2 all instructions given by it to vooPlayer in respect of Personal Data shall at all times be in accordance with all applicable laws including Data Protection Laws; and
- 1.5 The Customer shall not withhold, delay or condition its agreement to any change to the Agreement or the Services requested by vooPlayer in order to ensure the Services and vooPlayer (and each Sub-Processor) can comply with Data Protection Laws.

2. Instructions and details of processing

- 2.1 Insofar as vooPlayer processes Protected Data on behalf of the Customer, vooPlayer:
 - 2.1.1 unless required to do otherwise by Applicable Law, shall process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this paragraph 2 and Schedule 1 (Data processing details) (Processing Instructions)
 - 2.1.2 if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 - 2.1.3 shall inform the Customer if vooPlayer becomes aware of a Processing Instruction that, in vooPlayer's opinion, infringes Data Protection Laws, provided that this shall be without prejudice to paragraphs 1.3 and 1.4.
- 2.2 The processing of Protected Data to be carried out by vooPlayer under the Agreement shall comprise the processing set out in Schedule 1 (Data processing details), as may be updated from time to time by agreement between the parties.

3. Technical and organizational measures

- 3.1 vooPlayer shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Protected Data), confidentiality and integrity of Protected Data, as set out in Schedule 1.

4. Using staff and other processors

- 4.1 The Customer acknowledges that Sub-Processors are essential in order for vooPlayer to provide the Services. The Customer provides general written authorization to vooPlayer to engage Sub-Processors to perform the Services. vooPlayer shall notify the Customer of any additions to its Sub-Processors.
- 4.2 A list of Processor's current Authorized Subcontractors (the "List") is available at <https://vooPlayer.com/subprocessors> (such URL may be updated by vooPlayer from time to time). At least ten (10) days before enabling any third party other than Authorized Subcontractors to access or participate in the Processing of Personal Data, Processor will add such third party to the List and The Customer can subscribe to updates via email. The Customer may object to such an engagement in writing within ten (10) days of receipt of the aforementioned notice by vooPlayer.

- 4.2.1 The Customer shall be given the opportunity to object to any new Sub-Processor and state its grounds for doing so. The Customer acknowledges that objecting to the use of a Sub-Processor may prevent vooPlayer from continuing to provide the Services to the Customer. In the event that vooPlayer is unable to adequately address those objections, either party may terminate the Agreement upon notice without liability to the other. For the avoidance of doubt, in such circumstances vooPlayer shall not be obliged to refund any Subscription Fees paid by the Customer under the Agreement.
- 4.2.2 If The Customer does not object to the engagement of a third party in accordance with Section 4.2 within ten (10) days of notice by Processor, such third party will be deemed an Authorized Subcontractor for the purposes of this Addendum
- 4.3 vooPlayer shall:
 - 4.3.1 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract substantially on the standard terms of business of that Sub-Processor, or containing materially the same obligations as under this Addendum, that is enforceable by vooPlayer;
 - 4.3.2 ensure each such Sub-Processor complies with all such obligations; and
 - 4.3.3 remain fully liable for all the acts and omissions of each Sub-Processor which constitutes a breach of these terms as if they were its own.
 - 4.3.4 vooPlayer shall ensure that all its personnel authorized by it to process Protected Data are subject to an obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law).

5. Assistance with the Customer's compliance and Data Subject rights

- 5.1 vooPlayer shall refer all Data Subject Requests it receives to the Customer within 7 days of receipt of the request.
- 5.2 In addition, to the extent that the Customer, in its use of the Services, does not have the ability to address a Data Subject Request, vooPlayer shall upon the Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent vooPlayer is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. The Customer shall pay vooPlayer's reasonable charges calculated on a time and materials basis at vooPlayer's then current rates for any assistance provided pursuant to such request.
- 5.3 vooPlayer shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to vooPlayer) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 - 5.3.1 security of processing;
 - 5.3.2 data protection impact assessments (as such term is defined in Data Protection Laws);
 - 5.3.3 prior consultation with a Supervisory Authority regarding high risk processing; and
 - 5.3.4 notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach, provided the Customer shall pay vooPlayer's reasonable charges for providing the assistance in this paragraph 5.3, such charges to be calculated on a time and materials basis at vooPlayer's then-current rates.

6. International data transfers

6.1 The Customer agrees that vooPlayer may transfer Protected Data to Sub-Processors in countries outside the United States, provided all such transfers shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Laws.

7. Records, information and audit

7.1 vooPlayer shall maintain, in accordance with Data Protection Laws binding on vooPlayer, written records of all categories of processing activities carried out on behalf of the Customer.

7.2 vooPlayer shall, in accordance with Data Protection Laws, contribute and allow for audits either by (at its option): (i) making available to the Customer such reports, audits or other information in its possession as it considers appropriate, which the Customer must treat confidentially under the confidentiality provisions of the Agreement or under a non-disclosure agreement concluded between the Parties; or (ii) responding to a written security questionnaire submitted to it by the Customer provided that the Customer will not exercise this right more than once per year and will hold vooPlayer's responses in confidence under the confidentiality provisions of the Agreement.

8. Breach notification

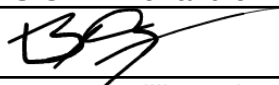
8.1 In respect of any Personal Data Breach involving Protected Data, vooPlayer shall, without undue delay:

- 8.1.1 notify the Customer of the Personal Data Breach; and
- 8.1.2 provide the Customer with details of the Personal Data Breach;
- 8.1.3 co-operate with the Customer to respond to the Personal Data Breach.
Response may include: identifying key partners, investigating the Personal Data Breach, providing regular updates, and determining notice obligations.

9. Deletion or return of Protected Data and copies

9.1 vooPlayer shall, at the Customer's written request, either delete or return all the Protected Data to the Customer within a reasonable time after the earlier of:

- 9.1.1 the end of the provision of the relevant Services related to processing; or
- 9.1.2 once processing by vooPlayer of any Protected Data is no longer required for the purpose of vooPlayer's performance of its relevant obligations under the Agreement, and delete existing copies (unless storage of any data is required by Applicable Law and, if so, vooPlayer shall inform the Customer of any such requirement).

SIGNED for and on behalf of	SIGNED for and on behalf of Zimimplify LLC
	
Name:	Name: William Zimmerman
Position:	Position: Director
Date:	Date: March 17 2018

Schedule 1

Data processing details

1. Subject matter of processing

Any personal data comprised within customer leads, customer accounts, customer opportunities, customer contact information and details of specific transactions input by Customer into the vooPlayer platform

2. Duration of the processing:

For the duration of the provision of the Services

3. Nature and purpose of the processing

To provide the vooPlayer service to the Customer

4. Categories of Data Subjects

Clients and potential clients of Customer, or staff / agencies / contractors of the same

5. Type of Personal Data:

Data as below, plus any data in fields in the vooPlayer application which are specified by the Customer

- Name
- Company Name, VAT Number, EIN Number
- Phone Number

- Email Address
- Address / Location
- Job Title
- IP Address
- Referral URL
- Extent, nature and notes of interactions with Customer's sales or operational teams

6. Technical and Organizational Security measures applied to the Protected Data.

As set out in the security information here <https://docs.voooplayer.com/faqs/gdpr-compliance>, or such other address as may be notified of change to the Customer from time to time, as such section may be amended by vooPlayer in its sole discretion from time to time