

DATA PROCESSING AGREEMENT (DPA)

1. Parties

This **Data Processing Agreement** (the “**DPA**”) is entered into by and between:

Data Controller:

The customer contracting the services of the VancastVideo platform (the “**Customer**”).

Data Processor:

VANCAST COMUNICACIÓN ON LINE, SL, Tax ID B-63720304, with registered office at Av. Reina Victoria, 31, 3º 2ª, 08021 Barcelona, Spain (“**VANCAST**”).

The Customer and VANCAST are jointly referred to as the “**Parties.**”

2. Purpose

This DPA governs the processing of personal data carried out by VANCAST **on behalf of the Customer**, in its capacity as Data Processor, in connection with the provision of the **VancastVideo** platform services, in accordance with Article 28 of Regulation (EU) 2016/679 (GDPR).

This DPA forms an integral part of the **Main Agreement** entered into between the Parties.

3. Description of the processing

3.1 Purpose of processing

Provision of video platform services, including streaming, event management, analytics, and related functionalities contracted by the Customer.

3.2 Categories of data subjects

Depending on Customer usage, including but not limited to:

- Employees
- Contractors
- Event attendees
- Authorized end users

3.3 Categories of personal data

Depending on Customer configuration:

- Identification data (name, email address, user ID)
- Professional data
- Technical and usage data
- Access logs and analytics metadata

VANCAST **does not process special categories of personal data**, unless expressly instructed in writing by the Customer.

4. Customer obligations (Data Controller)

The Customer represents and warrants that it:

- Acts as Data Controller for the personal data processed through the platform.
 - Has a valid legal basis for the processing.
 - Has duly informed data subjects in accordance with GDPR.
 - Issues only lawful and GDPR-compliant instructions to VANCAST.
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5. VANCAST obligations (Data Processor)

VANCAST undertakes to:

1. Process personal data **only on documented instructions from the Customer**.
 2. Not use the data for its own purposes.
 3. Ensure that personnel authorized to process data are bound by confidentiality obligations.
 4. Implement appropriate technical and organizational measures in accordance with Article 32 GDPR.
 5. Assist the Customer in meeting its legal obligations, as provided in this DPA.
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6. Security measures

VANCAST has implemented appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

In particular, VANCAST operates under an **Information Security Management System (ISMS) certified in accordance with ISO/IEC 27001**, including, among others:

- Role-based access control
 - Secure authentication mechanisms
 - Encryption of data in transit and, where applicable, at rest
 - Access logging and monitoring
 - Vulnerability management
 - Business continuity and disaster recovery procedures
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7. Sub-processors

7.1 Authorization

The Customer authorizes VANCAST to engage sub-processors necessary for service provision.

7.2 Conditions

VANCAST ensures that sub-processors:

- Are bound by written agreements
- Provide sufficient guarantees regarding data protection and security
- Are subject to obligations equivalent to those set out in this DPA

An up-to-date list of sub-processors shall be made available upon request or published on the website.

8. International data transfers

Personal data shall be processed primarily within the **European Economic Area (EEA)**.

Any international transfer shall take place only:

- On the basis of **Standard Contractual Clauses (SCCs)**, or
- Using other appropriate safeguards in accordance with GDPR.

For financial-sector Customers, such transfers shall be subject to prior risk assessment.

9. Assistance to the Customer

VANCAST shall reasonably assist the Customer in:

- Responding to data subject rights requests
- Managing security incidents
- Conducting Data Protection Impact Assessments (DPIAs), where required

10. Personal data breaches

VANCAST shall notify the Customer **without undue delay** upon becoming aware of a personal data breach and shall provide the information necessary to enable compliance with Articles 33 and 34 GDPR.

11. Audit rights

The Customer may verify compliance with this DPA through:

- Review of valid certifications (including ISO/IEC 27001), and/or
- Reasonable audits, subject to prior notice and without undue disruption to VANCAST's operations.

Specific audit conditions shall be set out in the Main Agreement.

12. Return or deletion of data

Upon termination of the services, VANCAST shall, at the Customer's choice:

- Return the personal data, or
- Securely delete the personal data,

unless retention is required by applicable law.

13. Liability

Each Party shall be liable for damages arising from its own breach of this DPA or applicable data protection laws.

14. Governing law and jurisdiction

This DPA shall be governed by Spanish and European law.

The Parties submit to the courts of Barcelona, Spain, unless mandatory law provides otherwise.

15. Precedence

In the event of conflict between this DPA and the Main Agreement, **this DPA shall prevail** with respect to personal data protection matters.