



**Kaltura Data Processing Agreement
- Confidential -**

Data Processing Agreement

This Data Processing Agreement, including the annexes hereto, (“DPA”) is entered into between Kaltura, Inc., a Delaware corporation, having its principal place of business at 250 Park Avenue South, 10th Floor, New York, NY, USA (“Kaltura”) on behalf of itself and the Kaltura Affiliates, and the undersigned customer of Kaltura (“Licensee”) on behalf of itself and the Licensee Affiliates. This DPA forms part of the Master License and Professional Services Agreement (or similarly titled master services agreement) between the parties and sets out the parties’ agreement with respect to the processing of Personal Data.

Instructions for Completing and Executing this DPA:

1. This DPA comprises three parts: the main body, Annex 1 (Details of the Processing), and Annex 2 (Standard Contractual Clauses, including Appendices 1 and 2 thereto).
2. This DPA has been pre-signed by Kaltura, and the Standard Contractual Clauses have been pre-signed by Kaltura as the data importer.
3. To complete and execute this DPA, Licensee must:
 - a. Complete the information in the signature block and sign on page 4; and
 - b. Return the countersigned DPA to Kaltura by email to DPO@kaltura.com.

For the avoidance of doubt, Licensee’s signature on page 4 of the DPA shall constitute Licensee’s acceptance and execution of the Standard Contractual Clauses and their Appendices. Where Licensee wishes to separately execute the Standard Contractual Clauses, Licensee should also complete the information in the signature blocks and sign on page 9, page 10, and page 11.

This DPA shall become effective upon Kaltura’s receipt of Licensee’s properly completed DPA via email.

WHEREAS Kaltura provides or shall provide certain Services to Licensee and/or the Licensee Affiliates, either directly or through Kaltura Affiliates, which involve the transfer to, and the processing by, Kaltura of Personal Data controlled by Licensee, Licensee Affiliates, partners, agents and authorised users; and

WHEREAS the parties acknowledge and agree that the Services in such circumstances may include contractual data processing by Kaltura under all applicable laws and regulations of the European Union (the “EU”), the European Economic Area (the “EEA”) and its member states, Switzerland, the United Kingdom, and the United States and its states, including Regulation (EU) 2016/679 (General Data Protection Regulation) and the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and their respective implementing regulations (collectively, the “Data Protection Regulations”); and

NOW THEREFORE, in order to comply with the requirements of the Data Protection Regulations, the parties have agreed to the terms and conditions set out herein.

1 Definitions

- 1.1 “Agreement” shall mean, collectively, the Master License and Professional Services Agreement (or similarly titled master services agreement) and/or an executed order form for the purchase of the Services and/or any other valid contract in force between Kaltura and Licensee.
- 1.2 “Clauses” shall mean the set of standard contractual clauses for the transfer of personal data to processors established in non-EU/EEA countries adopted by the European Commission’s Decision of 5 February 2010 (2010/87/EU) and attached hereto as Annex 2.
- 1.3 “Controller” shall mean Licensee, Licensee Affiliates, partners of Licensee and/or of the

Licensee Affiliates, and/or customers of any of the foregoing who, as the case may be, determine alone or jointly the purposes and means of the processing of Personal Data.

- 1.4 “Hosted Services” shall mean the Kaltura online video platform used for the storage, processing and/or distribution of video and other media content.
- 1.5 “Instructions” shall mean any documented instructions given by the Controller with respect to the lawful processing of Personal Data in accordance with the Data Protection Regulations applicable to the Controller. Instructions may include, without limitation, the correction, erasure and/or the blocking of Personal Data in the legal responsibility of the Controller. For those Services that consist of hosting and/or operating or otherwise managing the Hosted Services, a Controller may also give Instructions electronically by using the functionalities, settings, and preferences available to the Controller within those Hosted Services.
- 1.6 “Kaltura Affiliates” shall mean Kaltura Europe Ltd., Kaltura Ltd., or any other entity that directly or indirectly controls, is controlled by, or is under common control with, Kaltura, where “control” means ownership directly or indirectly of more than fifty percent (50%) of the equity interests in such entity.
- 1.7 “Licensee Affiliates” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with, Licensee, where “control” means ownership directly or indirectly of more than fifty percent (50%) of the equity interests in such entity.
- 1.8 “Personal Data” and/or “personal data” shall mean any information relating to an identified or identifiable natural or legal person (a “Data



**Kaltura Data Processing Agreement
- Confidential -**

- Subject”) processed by Kaltura in connection with the Services; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
- 1.9 “Processor” shall mean Kaltura and/or a Kaltura Affiliate that processes Personal Data on behalf of the Controller.
- 1.10 “Service(s)” shall mean the Hosted Services and/or any work or service which Kaltura provides to Licensee, Licensee Affiliates, and/or authorized users of any of the foregoing under the terms of the Agreement.
- 2 Purpose of Personal Data Processing; Ownership of Data**
- 2.1 Any and all transfer and processing of Personal Data is solely intended to enable Kaltura to provide Services as the data processor. Kaltura shall not process Personal Data for any purpose other than fulfilling its contractual obligations under the terms of the Agreement and complying with applicable Data Protection Regulations. Kaltura shall process Personal Data only on behalf of Licensee and in accordance with the Agreement, this DPA, and Licensee’s Instructions.
- 2.2 As between Kaltura and Licensee, Licensee shall be solely responsible for the accuracy, quality, and legality of Personal Data and the means by which Licensee acquired such Personal Data. Licensee’s Instructions for the processing of Personal Data shall comply with the Data Protection Regulations and the terms of this DPA.
- 2.3 As between Licensee and Kaltura, all Personal Data are the property of Licensee and shall be promptly destroyed or returned to Licensee upon Licensee request. In the event that Licensee has not expressed a request with respect to the Personal Data, Kaltura shall destroy the Personal Data within 90 days of the expiry or termination of this DPA or the Agreement. Alternatively, where it is not commercially practicable to return Personal Data, or if Licensee so elects, Kaltura shall destroy and certify to Licensee in writing that it has destroyed all such Personal Data which otherwise would have to be returned in accordance with this Section 2.3.
- 2.4 Kaltura retains automatically archiving production logs in accordance with its internal policies and procedures in order to comply with Data Protection Regulations and other applicable laws. To the extent that Kaltura’s production logs contain any Personal Data, Kaltura shall not be obligated to return or destroy such Personal Data. Kaltura shall remain responsible for any such retained Personal Data in accordance with the terms of this DPA.
- 3 Kaltura Responsibilities**
- 3.1 Kaltura has implemented and shall maintain appropriate technical and organizational measures to protect against (a) unauthorized or unlawful processing of Personal Data, and (b) the accidental loss, disclosure or destruction of, or damage to, Personal Data.
- 3.2 For the term of the Agreement, taking into account the nature of the processing, Kaltura will, as necessary under the Data Protection Regulations, provide Licensee with the ability to correct, delete, or block processing of Personal Data, or, upon Licensee’s Instructions, make such corrections, deletions, or blockages on Licensee’s behalf. Licensee acknowledges that Instructions to perform operations by Kaltura’s professional services or customer care staff shall be in accordance with the terms of the Agreement and this DPA.
- 3.3 Kaltura shall ensure that its personnel are subject to a duty of confidentiality with respect to the Personal Data.
- 3.4 Taking into account the nature of the processing, Kaltura shall provide reasonable assistance to Licensee with respect to (a) any requests from Data Subjects exercising their rights to access, rectify, erase or object to processing of Personal Data pursuant to the Data Protection Regulations; (b) Licensee’s security and data breach obligations, including promptly notifying Licensee of any personal data breaches that Kaltura becomes aware of or reasonably suspects; and (c) any privacy impact assessments carried out by Licensee including in cooperation or prior consultation with the relevant supervisory authority. Kaltura reserves the right to charge a fee, consistent with Data Protection Regulations, for complying with a request for assistance requiring significant effort and/or resources.
- 3.5 Kaltura will submit to an audit by Licensee, or a third party designated by Licensee, to demonstrate Kaltura’s compliance with the obligations specified in this DPA, at Licensee’s sole expense, provided that Kaltura has been given reasonable prior notice. Unless otherwise required by applicable law, Licensee shall conduct no more than one (1) such audit in any twelve-month period.
- 3.6 Kaltura shall promptly notify Licensee if, in Kaltura’s reasonable opinion, any Instructions violate applicable Data Protection Regulations.
- 3.7 Unless prohibited by applicable law, Kaltura shall promptly notify Licensee of any request received by Kaltura from law enforcement or other public authorities for access to Personal Data.
- 3.8 Sub-processors
- 3.8.1 Licensee acknowledges and agrees that Kaltura may engage Kaltura Affiliates and other third parties as sub-processors to provide limited services such as cloud computing infrastructure, Content Delivery Networks (CDN), content transcription, translation, and captioning and other integral or optional functions of the Hosted Services or to provide customer support.
- 3.8.2 All sub-processors shall be permitted to process Personal Data only as necessary to



**Kaltura Data Processing Agreement
- Confidential -**

- perform the services Kaltura has engaged them to provide and shall be prohibited from processing Personal Data for any other purpose.
- 3.8.3 Kaltura or a Kaltura Affiliate has entered into a written agreement with each sub-processor containing data protection obligations no less protective of Personal Data than those in this DPA to the extent applicable to the nature of the services provided by such sub-processor.
- 3.8.4 Upon request, Kaltura shall make available to Licensee the list of applicable sub-processors, which list may be updated from time to time. Licensee may submit such a request via email to DPO@kaltura.com.
- 3.8.5 Kaltura shall inform Licensee of any intended addition or replacement of sub-processors. If Licensee objects to such addition or replacement, Licensee shall notify Kaltura in writing within thirty (30) days of receiving notice from Kaltura.
- 3.8.6 Kaltura shall remain at all times responsible to Licensee for the sub-processors' compliance with this DPA.
- 3.9 Kaltura has appointed a data protection officer, whose contact information is below:
Attn: Data Protection Officer
Kaltura, Inc.
250 Park Avenue South, 10th Floor
New York, NY 10003
DPO@kaltura.com
- 4 Licensee Responsibilities**
- 4.1 Licensee is responsible for ensuring that it has the legal right to transfer Personal Data to Kaltura, so that Kaltura may process and transmit Personal Data on Licensee's behalf in accordance with this DPA, the Agreement, and the Instructions.
- 4.2 Licensee shall ensure that all relevant third parties (including any end users authorized by Licensee to access the Services) have been informed of, and have given their affirmative express consent to, such use, processing, and transfer of Personal Data, to the extent required by Data Protection Regulations.
- 4.3 Licensee shall ensure that it has in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of Personal Data or its accidental loss, destruction or damage.
- 4.4 Licensee acknowledges and agrees that Kaltura's platform is not intended for processing any special categories of data described in Article 9 of the General Data Protection Regulation.
- 5 Other Controllers; Multi-Tier Data Processing**
- 5.1 Where Licensee or a Licensee Affiliate transfers Personal Data to Kaltura that is controlled by another Controller, then, to the extent that such other Controller's Personal Data is processed, any processing shall be on behalf of the other Controller and in addition to Licensee's Instructions and the Clauses, Kaltura shall comply with such other Controller's Instructions (which may be relayed by Controller via Licensee or any of the Licensee Affiliates); provided however that where Licensee's and the other Controller's Instructions are conflicting, Kaltura shall adhere to the other Controller's Instructions with respect to the processing of such other Controller's Personal Data.
- 5.2 Notwithstanding anything in the Agreement to the contrary, Licensee may disclose to any other Controller, to the extent strictly required to fulfil Licensee's obligations under Data Protection Regulations and subject to obligations of confidentiality no less strict than those set out in the Agreement: (i) this DPA; (ii) any parts of the Agreement relevant to the processing of Personal Data; (iii) details about the sub-processors and Kaltura's agreements with its sub-processors relevant to the processing of Personal Data; and (iv) information provided by Kaltura and Kaltura's sub-processors with respect to the processing of Personal Data.
- 6 Data Transfer Mechanisms**
- 6.1 Licensee acknowledges and agrees that Personal Data may be transferred, stored, or accessed outside the EU, the EEA, Switzerland, and the United Kingdom in order to provide the Hosted Services and to fulfil Kaltura's other obligations under the Agreement. To the extent a transfer of Personal Data is subject to Data Protection Regulations of any of the foregoing jurisdictions, any such transfer to countries that do not ensure an adequate level of data protection within the meaning of Data Protection Regulations shall be made in reliance on the Clauses set forth in Annex 2 hereto. To the extent any provisions of this DPA contradict or are inconsistent with the Clauses with respect to the transferred Personal Data, the Clauses shall prevail, and the contradicted or inconsistent provisions of this DPA shall be deemed amended accordingly.
- 6.2 If the European Commission or other regulatory authority of competent jurisdiction adopts new versions of the Clauses, for example for the purpose of adapting the Clauses to the GDPR or to any case law of the Court of Justice of the European Union, the parties agree that the Clauses currently set out in Annex 2 shall be superseded and replaced in their entirety by the new version.
- 7 Limitation of Liability**
- The liability of each party and its respective Affiliates arising out of or related to this DPA and the Agreement shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement.
- 8 Miscellaneous**
- 8.1 If any provision in this DPA is found to be ineffective or void, this shall not affect the remaining provisions. The parties hereto shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the ineffective or void provision. The parties



**Kaltura Data Processing Agreement
- Confidential -**

- shall similarly add necessary and appropriate provisions where such provisions are missing.
- 8.2 This DPA, excluding the attached Clauses, may be modified only by a written amendment signed by both parties.
- 8.3 This DPA prevails over any additional, conflicting, or inconsistent terms and conditions appearing in the Agreement and/or any document

- submitted by either party regarding the processing of Personal Data.
- 8.4 This DPA shall automatically terminate if the Agreement is terminated or expires.

Both parties accept the terms of this DPA by signing below. This DPA shall become legally binding on the parties only after the steps set out in the "Instructions for Completing and Executing this DPA" above have been completed.

AGREED TO

Kaltura, Inc.

DocuSigned by:
 Signature: *Navi Azaria*
 Name: 0BF7D7789A0B4EE...
 Navi Azaria
 Position: General Manager,
 Enterprise & Learning
 Date: April 17, 2021

Licensee: _____

Signature:
 Name:
 Position:
 Date:



**Kaltura Data Processing Agreement
- Confidential -**

**ANNEX 1
DETAILS OF THE PROCESSING**

Nature and Purpose of the Processing

Personal Data is processed for the purpose of providing the Services as set out in the Agreement. Processing activities may include:

1. Where Licensee selects Kaltura's standard SaaS offering, hosting of Licensee's media content and metadata on secure data centers located in the United States; where Licensee selects one of Kaltura's regional SaaS offerings, hosting of Licensee's media content and metadata on secure data centers located in Ireland, Canada, Singapore, or Australia, as applicable. Licensee's media content and metadata may contain personal data.
2. Processing and transcoding of media content and metadata, and transmission of data over the internet and/or private networks to Licensee's authorized users using the Hosted Services. Processing network traffic and activity on the Hosted Services may involve Personal Data of individuals interacting with the Hosted Services. Processing activities may be performed through sub-processors. Processing may take place in any jurisdiction where Licensee's authorized users interact with the Hosted Services.
3. Performing maintenance and support services on systems which may contain Personal Data or in connection with the Hosted Services.
4. Managing Licensee's account with Kaltura.

Duration of the Processing

Processing shall take place so long as Kaltura continues to provide the Services to Licensee in accordance with the Agreement.

Categories of Data Subjects

Data subjects are any authorized users of the Services as defined in the Agreement.

Categories of Personal Data Processed

Categories of Personal Data processed may include:

1. Technical identifiers, including user IDs, user agents, and IP addresses;
2. The names and email addresses of end users in cases where Licensee's user authentication configuration requires this information;
3. Account activity (including media files uploaded, recorded live sessions, viewing history, likes and comments, chat history in live meeting solutions, account analytics, and any quizzes taken); and
4. Any Personal Data contained in media content and metadata uploaded to, or transmitted via, the Hosted Services by Licensee or its end users.

Special Categories of Data

The Hosted Services are not intended for hosting or processing of special categories of data.



Kaltura Data Processing Agreement
- Confidential -

Annex 2

STANDARD CONTRACTUAL CLAUSES (PROCESSORS)

Pursuant to Commission Decision of 5 February 2010 (2010/87/EU)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Licensee on behalf of Licensee and the Licensee Affiliates
(in the Clauses hereinafter referred to as the ‘**data exporter**’)
and

Kaltura on behalf of itself and the Kaltura Affiliates
(in the Clauses hereinafter referred to as the ‘**data importer**’)

each a ‘party’; together ‘the parties’,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country’s system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) ‘the sub-processor’ means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) ‘the applicable data protection law’ means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

- (f) ‘technical and organisational security measures’ means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or



Kaltura Data Processing Agreement
- Confidential -

by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data-processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection

supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
 - (ii) any accidental or unauthorised access; and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;



Kaltura Data Processing Agreement
- Confidential -

- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data-processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.
The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees

that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5(b).

Clause 9

Governing law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract



**Kaltura Data Processing Agreement
- Confidential -**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

2. The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5(j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data-processing services

1. The parties agree that on the termination of the provision of data-processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data-processing facilities for an audit of the measures referred to in paragraph 1.

AGREED TO

On behalf of data importer:

Kaltura, Inc.

Signature:

Name:

Position:

Date:

DocuSigned by:
Navi Azaria
0BF7D7789A0B4EE...
Navi Azaria

General Manager,
Enterprise & Learning

April 17, 2021

On behalf of data exporter:

Licensee: _____

Signature:

Name:

Position:

Date:



**Kaltura Data Processing Agreement
- Confidential -**

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is a licensee of the Kaltura online video platform provided by data importer and a purchaser of data importer’s professional services.

Data importer

The data importer is the provider of the Services described in the Agreement. The Services provided by data importer may include the processing of personal data by data importer or the provisioning of maintenance and support services by data importer on systems, which may contain personal data.

Data subjects

The data subjects are as set out in Annex 1 of the DPA.

Categories of personal data

The categories of personal data processed are as set out in Annex 1 of the DPA.

Special categories of data

The Kaltura platform is not intended for processing of any special categories of data.

Processing operations

The processing operations are as set out in Annex 1 of the DPA.

AGREED TO

On behalf of data importer:

On behalf of data exporter:

Kaltura, Inc.

Licensee: _____

Signature:

DocuSigned by:
Navi Azaria
08F7D7789A0B4EE...

Signature:

Name:

NAVI AZARIA

Name:

Position:

General Manager,
Enterprise & Learning

Position:

Date:

April 17, 2021

Date:



**Kaltura Data Processing Agreement
- Confidential -**

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Technical security measures

Kaltura has implemented and maintains technical security measures to safeguard the confidentiality and integrity of Personal Data. These measures include user authentication, session verification, access control settings, transportation layer encryption and security, and other measures. Some technical security measures are non-default and controlled by the Licensee by giving Instructions to Kaltura (directly through the Hosted Services or otherwise). Licensee should refer to Kaltura’s documentation for details on the technical security measures.

Organizational security measures

Kaltura’s organizational security measures are detailed in its security policies (as may be updated from time to time), copies of which can be provided to Licensee upon request.

AGREED TO

On behalf of data importer:

Kaltura, Inc.

On behalf of data exporter:

Licensee: _____

Signature:

Name: **Navi Azaria**

Position: **General Manager,
Enterprise & Learning**

Date: **April 17, 2021**

Signature:

Name:

Position:

Date: