
DATA PROCESSING AGREEMENT

This Data Processing Agreement, including the annexes hereto, (the “**DPA**”) is entered into between Kaltura, Inc., a Delaware corporation, having its principal place of business at 860 Broadway, 3rd Floor, New York, NY, 10003 USA (“**Kaltura**”) on behalf of itself and the Kaltura Affiliates, and Customer on behalf of itself and its Affiliates. This DPA is incorporated by reference into and forms part of the Agreement (as defined below) between the parties and sets out the parties’ agreement with respect to the Processing of Personal Data.

1. DEFINITIONS

- a. “**Affiliate**” means any entity controlling, under common control with, or controlled by either party, where “control” means ownership of more than 50% of the equity of such entity.
 - b. “**Agreement**” shall mean, collectively, the Master License and Professional Services Agreement, the Kaltura Customer Agreement, or any other similarly titled services agreement and/or an executed order form and/or any other valid contract in force between Kaltura and Customer governing the Customer’s use of the Services.
 - c. “**Controller**” shall mean the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
 - d. “**Customer**” means the entity that enters into, or has entered into, the Agreement with Kaltura.
 - e. “**Data Protection Regulations**” refers to Regulation (EU) 2016/679 of the European Parliament and of the Council (the “**GDPR**”), Regulation (EU) 2016/679 as it forms part of the law of the law of England and Wales, Scotland and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) (the “**UK GDPR**”), the Swiss Federal Act on Data Protection of 19 June 1992 and the Swiss Ordinance on the Federal Data Protection Act of 14 June 1993 (the “**FADP**”), and the California Consumer Privacy Act of 2018 (as amended from time to time, the “**CCPA**”).
 - f. “**Instructions**” shall mean any documented instructions given by Customer with respect to the lawful Processing of Personal Data. Instructions may include, without limitation, the correction, erasure and/or the blocking of Personal Data in the legal responsibility of the Controller. Customer may also give Instructions electronically by using the functionalities, settings, and preferences available within the Services.
 - g. “**Personal Data**” and/or “**personal data**” shall mean any information relating to an identified or identifiable natural person (a “**Data Subject**”) Processed by Kaltura on behalf of Customer in connection with the Services; an identifiable natural 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 the physical, physiological, mental, economic, cultural or social identity of that natural person.
 - h. “**Processing**” and/or “**Process**” shall mean any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - i. “**Processor**” shall mean a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Controller.
 - j. “**Service(s)**” shall mean the Hosted Services, the Service Offerings, and/or any work, product, or service which Kaltura provides to Customer, Customer’s Affiliates, and/or Users of any of the foregoing under the terms of the Agreement.
 - k. “**Sub-Processor**” shall mean (i) Kaltura, when Kaltura Processes Personal Data on behalf of Customer, and Customer itself is a Processor of such Personal Data, or (ii) Kaltura Affiliates and/or third-party processors engaged by Kaltura pursuant to Section 6 below.
 - l. “**SCCs**” refer to the contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.
 - m. “**User**” means a legal entity or natural person that uses the Services. Users can include employees, students or the audience of Customer, unless otherwise specified in an applicable Order Form.
- Any capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

2. DATA PROCESSING

- a. The parties acknowledge and agree that with respect to Personal Data, (i) Customer is the Controller and Kaltura is the Processor of Personal Data, or (ii) Customer is the Processor and Kaltura is the Sub-Processor of Personal Data.
- b. Kaltura shall not Process Personal Data for any purpose other than providing the Services, fulfilling its contractual obligations under the Agreement and this DPA, and complying with Data Protection Regulations. Kaltura shall Process Personal Data only on behalf of Customer and in accordance with the Agreement, this DPA, and Customer’s Instructions.
- c. As between Customer and Kaltura, all Personal Data are the property of Customer and shall be promptly destroyed or returned to Customer upon request. Where Customer has not expressed a request with respect to the Personal Data, Kaltura shall destroy the Personal Data within 60 days of the expiry or termination of this DPA and the Agreement.

- d. Kaltura retains automatically archiving production and back-up logs in accordance with its internal policies and procedures for business operation and security purposes. Upon the expiry or termination of this DPA and the Agreement, to the extent that Kaltura's logs contain Personal Data, such Personal Data (i) shall not be further Processed by Kaltura, (ii) shall be protected by Kaltura in accordance with the terms of this DPA so long as Kaltura retains such Personal Data, and (iii) shall be destroyed in accordance with Kaltura's data retention policies.
3. **DATA SECURITY**
- a. Kaltura has implemented, and shall maintain so long as Kaltura Processes Personal Data, the technical and organizational measures set out in Annex 2 to protect the confidentiality, integrity, and accuracy of Personal Data.
- b. Kaltura shall ensure that its personnel who have access to Personal Data are subject to a duty of confidentiality with respect to the Personal Data.
- c. **Security Incidents.**
- i. If Kaltura becomes aware of any actual or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data (each a "**Security Incident**"), Kaltura shall, to the extent permitted by applicable law, promptly notify Customer of such Security Incident.
- ii. Kaltura shall take all steps it deems reasonable and necessary to remediate the cause of any Security Incident and mitigate its impact.
- iii. Kaltura shall provide any assistance reasonably required by Customer to comply with Customer's obligations under Data Protection Regulations to notify regulatory authorities and/or Data Subjects impacted by a Security Incident.
4. **CUSTOMER RESPONSIBILITIES**
- a. Customer shall ensure that (i) it has the legal right to transfer Personal Data to Kaltura for Processing in accordance with this DPA, the Agreement, and the Instructions, and (ii) all relevant third parties (including any Users) have been informed of, and have given their affirmative express consent to, such Processing and transfer of Personal Data, to the extent required by Data Protection Regulations.
- b. Customer shall review the information Kaltura makes available regarding its data security, including the technical and organizational measures set out in Annex 2, and independently determine whether the Services are suitable for Customer's requirements.
- c. Kaltura makes available various security controls, features, and functionalities that Customer may choose to enable, as described in the Documentation. Customer is responsible for selecting and implementing the appropriate security measures for securing Personal Data.
- d. Customer shall not use the Services to Process any sensitive or special categories of Personal Data where such Processing would impose on Kaltura any data security or data protection obligations that differ from or are in addition to those set out in the Agreement and this DPA.
5. **ASSISTANCE AND COOPERATION**
- a. For the term of the Agreement and taking into account the nature of the Processing, Kaltura will provide Customer with the ability to correct, delete, or block Processing of Personal Data, or, upon Customer's Instructions, make such corrections, deletions, or blockages on Customer's behalf.
- b. Kaltura shall provide reasonable assistance to Customer with respect to (a) requests from Data Subjects exercising their rights to access, rectify, erase or object to processing of Personal Data pursuant to Data Protection Regulations; and (b) privacy impact assessments carried out by Customer. 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.
- c. Kaltura will submit to an audit by Customer, or a third party designated by Customer, to demonstrate Kaltura's compliance with this DPA, at Customer's sole expense, provided that Kaltura has been given reasonable prior notice. All audits, and any findings or reports resulting from any audit, shall remain subject to the confidentiality obligations set forth in the Agreement. Customer shall conduct no more than one (1) such audit in any twelve-month period unless otherwise required by Data Protection Regulations.
- d. Kaltura shall promptly notify Customer if, in Kaltura's reasonable opinion, any Instructions violate Data Protection Regulations.
6. **SUB-PROCESSORS**
- a. Customer acknowledges and agrees that Kaltura may engage Kaltura Affiliates and other third parties as Sub-Processors to provide services such as cloud computing infrastructure, logs analysis, content delivery networks (CDN), content transcription, translation, and captioning, virtual or hybrid event management services, and other integral or optional functions of the Services or to provide customer support. Upon request, Kaltura shall make available to Customer the list of applicable Sub-Processors, which list may be updated from time to time. Customer may submit such request via email to DPO@kaltura.com.
- b. All Sub-Processors shall be permitted to Process Personal Data only as necessary to perform the services Kaltura has engaged them to provide and shall be prohibited from Processing Personal Data for any other purpose.
- c. 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.
- d. Kaltura shall inform Customer of any intended addition or replacement of Sub-Processors at least thirty (30) days prior to such addition or replacement (the "**Sub-Processor Notice Period**"). If Customer objects to such addition or replacement for reasons relating to the protection of Personal Data to be Processed by the additional or replacement Sub-Processor,

Customer must notify Kaltura in writing within the Sub-Processor Notice Period, and the parties shall negotiate in good faith to reach a mutually acceptable resolution. If the parties are unable to reach a mutually acceptable resolution, Customer's sole remedy shall be termination of the Agreement and this DPA with respect to the portion of the Services that cannot reasonably be provided by Kaltura without the use of the objected-to Sub-Processor.

- e. Kaltura shall remain at all times responsible to Customer for the Sub-Processors' compliance with this DPA.

7. CROSS-BORDER DATA TRANSFERS

a. Customer acknowledges and agrees that Kaltura may Process Personal Data globally to the extent necessary to provide the Services and to fulfil Kaltura's other obligations under the Agreement. To the extent any Personal Data subject to the GDPR, the UK GDPR, or the FADP is Processed by Kaltura outside the European Economic Area or any country deemed adequate by the European Commission, such Personal Data shall be transferred and Processed in accordance with Sections 7.b – 7.d below.

b. Where a transfer of Personal Data is subject to the GDPR or the FADP, the SCCs shall apply. The SCCs shall be incorporated by reference into this DPA and completed as follows:

- i. The text of module 2 (Controller to Processor) shall apply where Customer is the Controller, and Kaltura is the Processor. The text of module 3 (Processor to Processor) shall apply where Customer is the Processor, and Kaltura is the Sub-Processor;
- ii. The optional docking clause of clause 7 shall apply;
- iii. In clause 9(a), option 2 shall apply. The time period for providing advance notice of any intended changes to the list of Sub-Processors shall be thirty (30) days;
- iv. In clause 11(a), the optional language shall not apply;
- v. In clause 17, option 1 shall apply, and the SCCs shall be governed by the laws of Ireland;
- vi. In clause 18(b), any dispute arising from the SCCs shall be resolved by the courts of Ireland; and
- vii. The information required by Annex I and Annex II of the EU SCCs shall be as set out in Annex 1 and Annex 2 of this DPA, respectively.

c. Where a transfer of Personal Data is subject to the FADP, in addition to the provisions of Section 7.b above, the following terms shall apply:

- i. The term "EU Member State" in the SCCs shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the SCCs;
- ii. The SCCs shall also protect the data of legal entities until the entry into force of the revised version of the FADP, which is scheduled to come into force on January 1, 2023; and
- iii. The Swiss Federal Data Protection and Information Commissioner shall act as the "competent supervisory authority" insofar as

the relevant data transfer is governed by the FADP.

d. Where a transfer of Personal Data is subject to the UK GDPR, the SCCs shall apply, as amended by the UK Addendum to the SCCs issued by the Information Commissioner's Office under s.119A(1) of the UK Data Protection Act 2018 and attached hereto as Annex 3.

e. To the extent any provision of this DPA contradicts or is inconsistent with the terms of the SCCs with respect to the transferred Personal Data, the terms of the SCCs shall prevail, and the inconsistent provision of this DPA shall be deemed amended accordingly.

f. If, at any time:

- i. the laws or regulatory procedures of any jurisdiction require any further steps to be taken in order to permit the transfer of Personal Data as contemplated under this DPA (including, without limitation, executing or re-executing the SCCs as separate document setting out the proposed transfers of Personal Data, and entering into additional cross-border transfer clauses); and/or
- ii. the transfer mechanisms in this Section 7 are (i) amended, replaced or repealed under Data Protection Regulations, (ii) declared invalid by a court of competent jurisdiction, or (iii) otherwise terminated, annulled, replaced or repealed under Data Protection Regulations; then the parties shall work together to take all steps reasonably required and negotiate in good faith any other solution to enable a transfer in compliance with Data Protection Regulations.

8. CALIFORNIA CONSUMER PRIVACY ACT.

To the extent Kaltura Processes Personal Data subject to the CCPA, the parties acknowledge and agree that Customer has engaged Kaltura as a Service Provider. Kaltura shall not, and shall ensure its Sub-Processors do not, retain, sell, use, or disclose Personal Data except for the purpose of performing Kaltura's obligations under the Agreement and this DPA. The terms "Service Provider" and "sell" have the definitions ascribed to them in the CCPA.

9. THIRD PARTY REQUESTS FOR ACCESS

Unless prohibited by applicable law, Kaltura shall promptly inform Customer of any request, correspondence, inquiry, or complaint received by Kaltura from a Data Subject, regulatory authority, or other third party in connection with Kaltura's Processing of Personal Data. Kaltura shall not respond to such requests without Customer's prior consent except where legally required.

10. 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.

11. MISCELLANEOUS

a. If any provision in this DPA is found to be ineffective or void, this shall not affect the remaining provisions. The parties shall replace the ineffective or void provision with a lawful provision that reflects the business purpose of the

- ineffective or void provision. The parties shall similarly add necessary and appropriate provisions where such provisions are missing.
- b. The governing law of this DPA will be the same as the governing law identified in the Agreement.
 - c. This DPA prevails over any additional, conflicting, or inconsistent terms and conditions appearing in the Agreement and/or any document submitted
 - d. This DPA shall become effective upon the parties' execution, or Customer's acceptance, of the Agreement (the "**DPA Effective Date**") and shall automatically terminate upon the termination or expiration of the Agreement in accordance with the terms therein.

ANNEX 1
DETAILS OF THE PROCESSING**A. LIST OF PARTIES****Data exporter:**

- Name: Customer's entity name as identified in the Agreement
- Address: Customer's address as specified in the Agreement
- Contact person's name, position and contact details: Customer's contact details as specified in the Agreement
- Activities relevant to the data transferred under these Clauses: Receipt of the Services
- Signature and date: These Clauses shall be deemed executed and entered into by Customer as of the DPA Effective Date.
- Role: The data exporter's role shall be Controller or Processor specified in Section 2.a of the DPA.

Data importer:

- Name: Kaltura, Inc.
- Address: 860 Broadway, 3rd Floor, New York, NY 10003 USA
- Contact person's name, position and contact details: Kaltura Data Protection Officer, DPO@kaltura.com
- Activities relevant to the data transferred under these Clauses: Provision of the Services
- Signature and date: These Clauses shall be deemed executed and entered into by Kaltura as of the DPA Effective Date.
- Role: The data importer's role shall be Processor.

B. DESCRIPTION OF TRANSFER**Categories of Data Subjects**

Data subjects are any Users of the Services.

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 Users in cases where Customer's User authentication configuration requires this information;
3. Where Services include virtual event registration, any Personal Data contained in event registration forms;
4. 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
5. Any Personal Data contained in media content and metadata uploaded to, or transmitted via, the Services by Customer or its Users.

Special Categories of Data

The Services are not intended for Processing of special categories of data.

Duration and Frequency of the Processing

Processing shall take place on a continuous basis so long as Kaltura continues to provide the Services to Customer in accordance with the Agreement.

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 Customer selects Kaltura's standard SaaS offering, hosting of Customer's media content, metadata, and User data on secure data centers located in the United States; where Customer selects one of Kaltura's regional SaaS offerings, hosting of Customer's media content, metadata, and User data on secure data centers located in Ireland, Canada, Singapore, or Australia, as applicable. Customer'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 Users via the Services. Processing network traffic and activity on the Services may involve Personal Data of individuals interacting with the Services. Processing activities may be performed through sub-processors. Processing may take place in any jurisdiction where Users interact with the Services.
3. Performing maintenance and support services on systems which may contain Personal Data or in connection with the Services.
4. Managing Customer's account with Kaltura.

Personal Data Retention Period

Personal Data shall be retained by Kaltura for the duration of the Agreement.

Sub-Processors

With respect to Sub-Processors engaged by Kaltura:

1. The nature and purpose of the Processing is to enable provision of the services that Kaltura has engaged the Sub-Processors to provide. Each Sub-Processor Processes Personal Data solely to the extent necessary to provide the contracted services.
2. The subject matter of the Processing may include providing (i) cloud computing infrastructure, (ii) logs analysis, (iii) content delivery network (CDN) services, (iv) content transcription, translation, and captioning services, (v) customer

service and support, (vi) virtual or hybrid event management services, and (vii) other optional functions that Customer chooses to enable and/or use via the Services.

3. The duration of the processing shall be for the duration of the Agreement.

To obtain the current list of Sub-Processors applicable to the Services provided to Customer, please contact DPO@kaltura.com.

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority shall be as determined by the GDPR except insofar as the data transfer is subject to the FADP, in which case the competent supervisory authority shall be the Federal Data Protection and Information Commissioner of Switzerland.

Annex 2**Technical and Organizational Security Measures****Technical Measures**

- a. **Information Security Program and Certifications:** Kaltura maintains documented security policies and procedures which are reviewed and updated on a regular basis. The Kaltura platform is certified compliant with the ISO27001 and ISO27799 information security management standards. The scope of the certification encompasses Kaltura's production environments, corporate environments, and operations. Kaltura's platform is hosted on public cloud infrastructure operated by leading cloud providers that are SOC-1 (formerly SSAE 16) and SOC-2 Type II certified.
- b. **Encryption:** Customer data is encrypted at-rest and in while transit over public or wireless networks using industry standard encryption protocols.

Organizational Measures

- a. **Policies and Procedures for Government Access:** Kaltura has implemented policies and procedures to manage and respond to requests from government agencies for access to customer data. These policies and procedures include determining whether each request is valid, legally binding and lawful, and notifying the affected customer unless prohibited by applicable laws.
- b. **Data Minimization:** Kaltura collects and processes personal data only to the extent necessary to provide Kaltura products and services to customers.
- c. **Sub-Processors:** Prior to engaging a sub-processor, Kaltura reviews the sub-processor's business and operations, including the sub-processor's security, privacy, and compliance practices. With respect to each sub-processor that has access to customer data, Kaltura remains accountable to the customer for the sub-processor's acts and omissions.

Customer may request Kaltura's latest security policies for review by contacting DPO@kaltura.com.

Annex 3

UK International Data Transfer Addendum to the EU SCCs

Part 1: Tables

Table 1: Parties

Start date	DPA Effective Date	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties' details	Customer	Kaltura
Key Contact	Please see Annex 1 of this DPA	Please see Annex 1 of this DPA
Signature (if required for the purposes of Section 2)	This UK Addendum shall be deemed executed and entered into by Customer as of the DPA Effective Date.	This UK Addendum shall be deemed executed and entered into by Kaltura as of the DPA Effective Date.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	The version of the Approved EU SCCs to which this Addendum is appended is as described in Section 7.b of this DPA.
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this UK Addendum is set out in Annexes 1 and 2 of this DPA.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 7.f: Importer and Exporter
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Part 2: Mandatory Clauses

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses.