



Data Processor Agreement

Version: 1.3 – 20260716

This Data Processing Addendum (the “**Addendum**”) enters into effect on the date the customer agrees to the terms of this processing agreement, either by ticking the mandatory checkbox on the online intake form, by signing the service agreement to which this document is attached, or by signing this Addendum.

The customer, hereinafter referred to as the “**Controller**”, and VIXY B.V., located at Naarderweg 16, 1217 GL Hilversum, the Netherlands, registered with the Chamber of Commerce under number 65365577, hereinafter referred to as “**VIXY**” or the “**Processor**”, hereinafter collectively referred to as the “**Parties**”.

This Addendum, together with Chapter 4 of the NLdigital Voorwaarden 2025 declared applicable to the Agreement, forms the processor agreement within the meaning of article 28(3) GDPR. Existing contractual arrangements between the **Parties**, as set out in framework agreements or other overarching client agreements, shall prevail over the provisions of this Addendum insofar as such contractual arrangements deviate from or supplement its provisions. In the event of a conflict or inconsistency between the provisions of the Service Agreement and this Addendum regarding the processing of personal data, this Addendum shall prevail; in the event of a conflict between this Addendum and Chapter 4 of the NLdigital Voorwaarden 2025, this Addendum shall prevail. Unless specifically amended in this Addendum, all terms, provisions, and requirements of the Service Agreement shall remain in full force and effect.

Online Agreement Declaration:

By ticking the mandatory checkbox on the online intake form, the **Controller** agrees to the terms of this processing agreement. This action is considered a binding electronic signature that carries the same legal validity as a handwritten signature.

Agreement Declaration by Signing the Service Agreement:

By signing the service agreement to which this Addendum is attached, the **Controller** agrees to the terms of this data processing agreement. The signature on the service agreement is considered a binding signature that carries the same legal validity as a signature directly on this Addendum.

Whereas:

The **Controller** and **VIXY** have entered into a separate agreement (the “**Agreement**”) to establish the commercial terms regarding the various services that VIXY offers, including but not limited to the hosting, management, securing and delivery of on-demand and live video via the VIXY platform, the video player, APIs and related services (the “**Services**”).

1. KEY TERMS

- 1.1 **Processing activities.** This clause 1 contains the details of the processing of personal data by the Processor on behalf of the Controller under this Addendum.
- 1.2 **Subject and duration of processing.** This Addendum applies to all processing of personal data carried out during the execution and for the duration of the Agreement.
- 1.3 **Purpose of processing.** The Processor shall process the personal data in a proper and careful manner and only to the extent necessary to provide the Service(s) to the Controller. The categories of personal data collected depend on the specific configuration and use case of the Controller's account; VIXY does not collect personal data of end users unless this is necessary for the proper performance of the Services.
- 1.4 **Categories of data subjects.** The Controller determines from which categories of data subjects personal data is collected. These may include, but are not limited to:
 - (a) platform users authorized by the Controller (such as employees, contractors and administrators);

- (b) end users / viewers of the Controller's video content;
- (c) persons appearing in video content uploaded by the Controller;
- (d) online registered users; and
- (e) other categories as determined by the Controller.

1.5 **Types of personal data.** The personal data processed by the Processor falls into the following categories:

- (a) **Category A — technical identification data:** user IDs, IP addresses and related viewing/usage data;
- (b) **Category B — (optional) contact data:** names and email addresses of platform users and end users, in cases where the Controller's configuration requires this; and
- (c) **Category C — content data:** video content and metadata, insofar as these contain personal data.

The Controller independently determines any additional personal data to be collected, depending on the chosen configuration of the platform, input fields and integrations.

1.6 **Special categories of personal data.** The Services are not intended for the processing of special categories of personal data within the meaning of article 9 GDPR; the Controller shall not upload content containing such data unless this has been expressly agreed in writing.

1.7 **Location of processing.** Personal data processed via the VIXY platform is stored and managed within the European Union, by default in the Netherlands. For the delivery of video content to end users, VIXY uses content delivery network (CDN) providers (see clause 3.6); when content is requested by viewers outside the European Union, the content, including any personal data it contains, and related technical delivery data may be temporarily cached and processed on CDN servers outside the EU, close to the viewer. Such transfers take place under the safeguards described in clause 3.10. On a per-client basis, an alternative configuration may be agreed; such alternatives require careful technical planning, are implemented only after consultation between the Controller and a VIXY architect, and may involve additional costs for both Parties.

1.8 **Retention.** Personal data in Category A is retained for 365 days. Personal data in Categories B and C is retained for the duration of the Agreement and is managed by the Controller, who can delete it at any time via the management interface. After termination of the Agreement, personal data is deleted in accordance with the data-retrieval provisions of the Agreement (a retrieval period of at least 30 days), unless a statutory retention obligation applies.

1.9 **Security measures.** VIXY implements appropriate technical and organizational measures to protect the confidentiality and integrity of the Controller's data, including: user authentication, session verification, access control and authorization management, and transport layer encryption. All processing and storage takes place in ISO 27001-certified datacenters, and VIXY's information security management system is ISO 27001 certified. Certain additional measures, such as Single Sign-On, password protection and domain or network restrictions, are configurable by the Controller via the management interface. Further details about the measures taken are available on request.

1.10 **Access to personal data.** Support staff and account managers of VIXY have access to Categories B and C solely for the purpose of properly serving the Controller in the event of incidents or other (urgent) support. Only VIXY developers whose work directly concerns the platform have access to Category A. All VIXY employment contracts contain a standard confidentiality clause.

2. DEFINITIONS

- 2.1 **Personal Data** means any data relating to an identified or identifiable natural person that is processed or will be processed by the Processor in connection with the Agreement;
- 2.2 **Data Protection Legislation** means EU Regulation 2016/679, the "General Data Protection Regulation" ("GDPR"), and any law or regulation that amends or supplements it from time to time;
- 2.3 **Key Terms** means clause 1 of this Addendum;
- 2.4 **Affiliated Persons** means VIXY's employees, directors, officers, agents, subcontractors, and licensors;

- 2.5 **Data Breach** means any breach of technical and organizational security measures that results in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data of the Controller;
- 2.6 **Service** means the service provided by the Processor under the Agreement; and
- 2.7 The terms “Controller”, “Processor”, “Data Subject”, “Personal Data”, and “Processing” have the meanings ascribed to them in the GDPR.

3. AGREED TERMS

- 3.1 The Parties acknowledge that the customer is the Controller and that VIXY is a Processor of Personal Data on behalf of the Controller.
- 3.2 The Processor agrees, under the terms of this Addendum, to process personal data on behalf of the Controller. The Processor will process personal data in a proper and careful manner and in accordance with the GDPR and other applicable laws and regulations and/or codes of conduct concerning the processing of personal data.
- 3.3 The Processor will not retain personal data made available to it under the Agreement for longer than necessary (i) for the execution of the Agreement; or (ii) to comply with a legal obligation.
- 3.4 The Processor will only process personal data at the direction and according to the instructions of the Controller, as described in clause 1 of this Addendum. The Processor will not process personal data for its own or other purposes and/or provide it to third parties, except as required by mandatory legal obligations.
- 3.5 VIXY and its (own or hired) employees are authorized to process the Controller's personal data to deliver the Services and will:
- 3.5.1 only process the Controller's personal data in accordance with the instructions of the Controller as set out in this Addendum, the Agreement, or as provided in writing by the Controller from time to time (subject to VIXY's right to charge additional amounts at current rates if the scope of the agreed Services is exceeded). Notwithstanding the foregoing, VIXY may process the Controller's personal data as required under applicable law;
 - 3.5.2 take appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data;
 - 3.5.3 at the request and expense of the Controller, taking into account the nature of the processing, assist the Controller by properly implementing technical and organizational measures, to the extent possible, to assist the Controller in complying with its obligation to respond to requests from data subjects wishing to exercise their rights under the GDPR, including but not limited to: the right of access, the right to rectification, the right to erasure, the right to restriction, the right to data portability, and the right to object;
 - 3.5.4 at the request and expense of the Controller, taking into account the nature of the processing and the information available to VIXY, assist the Controller in fulfilling its obligations under Articles 32 to 36 of the GDPR;
 - 3.5.5 ensure that personnel requiring access to the Controller's personal data are subject to a binding confidentiality obligation regarding such personal data;
 - 3.5.6 ensure that VIXY promptly notifies the Controller without undue delay when VIXY becomes aware of or reasonably suspects that a Data Breach involves the Controller's personal data. Following a Data Breach, VIXY will evaluate and take corrective actions to remedy deficiencies in the technical and organizational security measures;
 - 3.5.7 at the expense of the Controller, following prior written notice, permit audits during business hours , no more than once per year, unless more frequent audits are required by Data Protection Legislation or a competent supervisory authority, including access to the premises, resources, and personnel of VIXY used in connection with the provision of the Services, and provide all reasonable assistance to help the Controller exercise its audit rights under this clause 3.5.7; and

- 3.5.8 at the request of the Controller, delete or (at the expense of the Controller) return such personal data of the Controller after the end of the provision of the Services, unless applicable law requires longer retention of the Controller's personal data. Personal data in Category A can be erased under the conditions of article 17 GDPR (right to erasure); such erasure work may involve costs for the Controller. The Controller can delete personal data in Categories B and C itself via the management interface.
- 3.6 The Controller grants written permission to the Processor to engage Sub-processors for the processing of personal data. The Sub-processors engaged by VIXY include content delivery network (CDN) providers, usually Akamai, for the delivery of content to end users; the applicable providers depend on the configuration of the Controller's account and the Services purchased. If it is intended to engage new Sub-processors or if any changes are expected, the Processor must inform the Controller in advance and allow the Controller to object to the changes. The Processor must, at all times, upon request of the Controller, be able to provide an up-to-date list of the engaged Sub-processors.
- 3.7 The Processor ensures that the relevant Sub-processor assumes at least the same obligations as those imposed on the Processor in this Addendum. These obligations are to be documented in writing.
- 3.8 The Processor remains the point of contact for the Controller in all matters between the Parties. The permission granted by the Controller does not affect the responsibility and liability of the Processor for fulfilling the obligations of this Addendum.
- 3.9 VIXY will immediately notify the Controller if it believes that an instruction from the Controller violates the General Data Protection Regulation, and VIXY has the right, but is not obliged, to suspend the execution of the relevant instructions until the Controller confirms such instructions in writing.
- 3.10 VIXY and the Controller will agree to and comply with the provisions of the standard contractual clauses in the form established in Commission Implementing Decision 2021/914/EU of 4 June 2021 for the transfer of personal data to processors located in third countries when (i) the Controller's personal data being transferred, either directly or through further transfer, is within the European Economic Area ("EEA") to entities outside the EEA that are not recognized by the European Commission as having an adequate level of protection of the Controller's personal data; and (ii) such a transfer is not subject to an appropriate framework recognized by the relevant data protection authorities, legislators, or courts as providing an adequate level of protection for personal data.

4. MISCELLANEOUS

This Addendum is valid without physical signatures and is considered accepted either by electronic agreement through the online intake form, by signing the Service Agreement to which this document is attached, or by signing this Addendum.

Thus agreed and accepted by electronic agreement through the online intake form, by signing the Service Agreement to which this document is attached, or by signing this Addendum.

On behalf of the Controller (customer):

Name: Electronically accepted or signing of the Service Agreement or this Addendum

Function: Electronically accepted or signing of the Service Agreement or this Addendum

Date: Electronically accepted or signing of the Service Agreement or this Addendum

Place: Electronically accepted or signing of the Service Agreement or this Addendum

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Electronically accepted or signing of the Service Agreement or this Addendum

On behalf of the Processor (VIXY B.V.):

Name: **Thijs Spooren**

Function: **Managing Director**

Date: Signing of the Service Agreement or this Addendum

Place: Hilversum

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Signing of the Service Agreement or this Addendum

