

## Annex 3 – Data Processing Addendum (DPA)

### Preamble

This Data Processing Addendum (“DPA”) constitutes Annex 3 to the Agreement entered into between the Client and Synchronized (whether in the form of the signed Master Service Agreement or the published General Terms).

Its purpose is to define the conditions under which Synchronized, acting as Processor, processes personal data on behalf of the Client, acting as Controller, in connection with the provision of the Services.

This DPA is entered into to ensure the Parties’ compliance with Regulation (EU) 2016/679 (GDPR) and, where applicable, equivalent legislation (including UK GDPR, CCPA/CPRA, LGPD, and PIPEDA).

In case of conflict between the Agreement and this DPA regarding personal data protection, this DPA shall prevail.

### 1. Parties

This DPA forms an integral part of the Agreement between:

- **The Client** (“Controller”); and
- Synchronized **SAS**, a société par actions simplifiée incorporated in France under RCS Créteil no. 803 618 875, having its registered office at 110, rue de Fontenay – CS 20010 – 94303 Vincennes Cedex (“Processor”).

It applies whether the Agreement takes the form of the signed Master Service Agreement or the published General Terms.

### 2. Purpose

This DPA governs the processing of personal data by Synchronized on behalf of the Client in connection with the provision of the Services defined in the Agreement.

It is entered into to comply with Article 28 of Regulation (EU) 2016/679 (GDPR) and, where applicable, equivalent data protection legislation, including UK GDPR, CCPA/CPRA, LGPD, and PIPEDA.

Synchronized confirms it does not sell personal data within the meaning of the CCPA/CPRA.

### 3. Roles and Responsibilities of the Parties

- **Client as Controller:** The Client determines the purposes and means of processing. The Client remains solely responsible for the lawfulness of the processing entrusted, for selecting the legal basis, and for providing appropriate notice to data subjects. The Client also warrants the legality of the audiovisual content and data it provides to Synchronized, including the

absence of unlawful content or data processed without an appropriate legal basis.

- **Synchronized as Processor:** Synchronized processes personal data exclusively on the Client's instructions. All processing operations (user account creation, audiovisual content ingestion, analysis, delivery) are carried out solely on the Client's behalf. Synchronized does not determine the purposes or essential means of processing.
  - **Sub-processors:** Third-party providers engaged by Synchronized (e.g., cloud infrastructure suppliers) act as Sub-processors and are governed under Article 6 below.
  - **Affiliates:** This DPA also binds the Client's affiliates and Synchronized's affiliates insofar as they use the Services.
  - **Authorized Use:** The Client shall not misuse the Solution or use it to collect or analyze special categories of personal data under GDPR (e.g., political opinions, religious beliefs, trade union membership, health data), unless an appropriate legal basis exists and express documented authorization has been obtained.
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#### 4. Nature and Purpose of Processing

- **Purpose:** Provision of the Services under the Agreement, including ingestion, analysis, temporal indexing, enrichment, and delivery of audiovisual metadata, as well as associated support.
- **Data Subjects:**
  - Authorized Client Users (employees, contractors, service providers);
  - Individuals appearing in audiovisual content provided by the Client.

Synchronized algorithms may detect the presence and frequency of individuals to generate time-coded objects. Such processing does not identify individuals by name or civil identity, and no personal identifiers are exposed or returned to the Client through the Services.

- **Categories of Data Processed:**
  - User account data (name, surname, email address, assigned rights, connection and usage logs);
  - Audiovisual content and associated metadata.
- **Exclusions:** Model Parameters generated by algorithms remain the exclusive property of Synchronized and do not constitute personal data made available to the Client.
- **Retention:** Personal data is processed for the term of the Agreement and then deleted in accordance with Section 3.6.7 of the Master Service Agreement.
- **AI Compliance:** In line with the EU Artificial Intelligence Act (AI Act) and equivalent international frameworks, Synchronized confirms its Services fall within the "limited risk" category and are designed to ensure transparency of processing, human oversight via Synchronized Studio, and traceability of operations.

## 5. Processor Obligations (Synchronized)

Synchronized undertakes to:

- **Instructions:** Process personal data solely on the Client's instructions, whether derived from the Agreement, technical parameters configured in the Solution, API calls, or any automated mechanism implemented by and for the Client. Such instructions are deemed documented instructions within the meaning of GDPR.
- **Confidentiality:** Ensure that all persons authorized to process data are bound by appropriate confidentiality obligations.
- **Security:** Implement and maintain the technical and organizational measures described in Annex 4 – Technical and Organizational Security Measures (TOMs), and in the Agreement.
- **Logging and Traceability:** Maintain audit logs of User actions in Synchronized Studio to ensure compliance with human oversight principles and applicable laws (GDPR, AI Act). Logs shall include at minimum:
  - User authentication (login to Studio);
  - Opening of a video file by a User;
  - Publication of an Output by a User.

Logs are retained for the term of the Agreement and deleted per Article 9 of this DPA.

- **Assistance:** Provide reasonable assistance to the Client to enable compliance with data subject rights, data protection impact assessments (DPIA), and prior consultations with supervisory authorities.
- **Data Breach Notification:** Notify the Client without undue delay and no later than 72 hours after becoming aware of any personal data breach affecting the Client's data, providing available information and subsequent updates.
- **Deletion / Return:** Delete or return personal data in accordance with Section 3.6.7 of the Master Service Agreement.
- **Documentation and Audits:** Make available the information necessary to demonstrate compliance with this DPA and permit audits as provided under Article 8.

**Survival:** The obligations regarding confidentiality, security, and deletion/return survive termination of the Agreement. Synchronized will continue, where reasonably necessary, to cooperate with the Client in case of regulatory inquiry concerning processing performed during the Agreement term.

## 6. Sub-processors

Synchronized may engage Sub-processors to deliver the Services. The up-to-date list is available at:

<https://synchronized.tv/legal/subprocessors>

- **Notice:** The Client will be informed of any material addition or replacement of a Sub-processor at least thirty (30) days in advance, via update of the above page and email to designated contacts.
- **Right to Object:** The Client may object, on reasonable grounds relating to data protection or security, within that period. The Parties shall cooperate in good faith to find a solution. If no acceptable solution is reached, the Client may suspend the affected processing or terminate the relevant Order Form without penalty.
- **Responsibility:** Synchronized remains responsible to the Client for any processing carried out by its Sub-processors.

## 7. International Transfers

By default, personal data processed under this DPA is hosted and processed within the European Union.

If a transfer to a third country under GDPR occurs, Synchronized will implement a recognized transfer mechanism (such as the EU Standard Contractual Clauses) and will inform the Client.

## 8. Audit and Compliance

Synchronized will make available to the Client the information necessary to demonstrate compliance with this DPA, including internal security documentation and any available attestations or compliance reports.

The Client may, on reasonable grounds, conduct or commission an audit limited to personal data processing under this DPA. Any audit must be preceded by thirty (30) days' written notice, take place during business hours, and not unreasonably disrupt Synchronized's operations.

Audits may be carried out at most once per year and at the Client's sole expense. Synchronized may offer third-party audit reports in lieu of on-site audits.

## 9. Retention and Deletion

Upon expiration or termination of the Agreement, personal data processed on the Client's behalf shall be deleted or returned in accordance with Section 3.6.7 of the Master Service Agreement.

Any return requiring additional operations (e.g., large-scale migration, specific export, technical assistance) will be subject to a prior quotation and executed only after written acceptance by the Client.

Model Parameters generated by Synchronized's algorithms, as defined in the Agreement, remain the exclusive property of Synchronized and are excluded from return.

## **10. Liability**

Except as expressly provided otherwise in the Agreement, the Parties' liability under this DPA is governed by the limitation and exclusion provisions of the Agreement.

## **11. Governing Law and Jurisdiction**

This DPA is governed by, and construed in accordance with, the governing law and jurisdiction provisions of the Master Service Agreement or, failing that, the applicable General Terms.

## **12. Final Provisions**

**12.1 Entire Agreement:** This DPA, together with the Agreement, constitutes the entire agreement between the Parties regarding personal data protection and supersedes all prior arrangements on the same subject.

**12.2 Amendments:** Synchronized may amend this DPA to reflect changes in applicable law or industry practice, subject to reasonable prior notice. In case of material change, the Client may object in writing within thirty (30) days; the Parties shall cooperate in good faith to find a solution.

**12.3 Severability:** If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force. The Parties shall replace the invalidated provision with a valid one producing an equivalent economic and legal effect.

**12.4 Electronic Signature:** This DPA may be executed electronically and has the same legal force as a paper document.

**12.5 Language:** In case of divergence between language versions, the English version shall prevail.