



DATA PROCESSING ADDENDUM

Version: 23 June 2022

1. Scope, Order of Precedence and Parties

This Data Processing Addendum (“DPA”) applies to the Processing of Personal Data by Shutterstock on Your behalf when providing Shutterstock services (“Services”). The Services are described in the Shutterstock Creative Terms and Conditions and the applicable order for Services (collectively, the “Agreement”). In the event of a conflict between the terms of the Agreement and this DPA, the terms of this DPA shall control. In the event of a conflict between the terms of this DPA and the EU Standard Contractual Clauses and/or the UK SCC Addendum (if applicable), the terms of the EU Standard Contractual Clauses and/or the UK SCC Addendum (if applicable) shall control.

This DPA is between the customer (“You”) and Shutterstock Limited (“Shutterstock”) and is incorporated by reference into the Agreement.

2. Definitions and Interpretation

Terms used but not defined in this Data Processing Addendum (e.g., Controller, Data Subject, Process/Processing, Processor) shall have the same meaning as set forth in the Applicable Data Protection Laws.

“You” means the Shutterstock customer specified in the relevant Agreement and “Your” shall have the correlative meaning.

“Affiliate” means any subsidiary of Shutterstock that may assist Shutterstock in the processing of Your Personal Data under this DPA.

“Aggregate” means information that relates to a group or category of individuals, from which identities have been removed such that the information is not linked or reasonably linkable to any individual subject to Applicable Data Protection Laws.

“Applicable Data Protection Laws” means (i) the EU General Data Protection Regulation 2016/679 (“GDPR”) and laws or regulations implementing or supplementing the GDPR; (ii) the UK Data Protection Act 2018; and (iii) any other international, federal, state, provincial and local privacy or data protection laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective that apply to the Processing of Personal Data under this Agreement.

“Customer Data” means any data:

- (i) uploaded to Your account; or
- (ii) in Your computing environment,

to which Shutterstock is provided access in order to perform Services; or which You provide to Shutterstock directly by any other means.

“Demand” has the meaning set forth in Section 4.

“European Economic Zone” means the European Economic Area, Switzerland and the United Kingdom for the

purpose of this DPA.

“2021 EU Standard Contractual Clauses” or “2021 EU SCCs” means the contractual clauses annexed to the EU Commission Decision 2021/914/EU or any successor clauses approved by the EU Commission.

“Personal Data” means any personal identifiable information Processed in connection with the performance of Services that can identify a unique individual, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of individuals or as such information may be otherwise defined under Applicable Data Protection Laws.

“Personal Data Breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed in order to perform the Services that compromises the security of the Personal Data.

“Sub-Processor” means any third party engaged by Shuttlerock to assist with the Processing of Personal Data for the performance of Services under the Agreement.

“UK SCC Addendum” means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (vB1.0 or any subsequent version) issued by the UK Information Commissioner’s Office.

3. Roles as Data Controller and Data Processor

For purposes of this DPA, You are the Data Controller of the Personal Data Processed by Shuttlerock in its performance of the Services under the terms of the Agreement. You are responsible for complying with your obligations as a Controller under Applicable Data Protection Laws governing your provision of Personal Data to Shuttlerock for the performance of the Services, including without limitation obtaining any consents, providing any notices, or otherwise establishing the required legal basis. Unless specified in the Agreement, You will not provide Shuttlerock with access to any Personal Data that imposes specific data protection requirements greater than those agreed to in the Agreement and this DPA, and you will limit Shuttlerock’s access to Personal Data as necessary to perform the Services.

Shuttlerock is the Data Processor and service provider with respect to such Personal Data, except when You act as a Processor of Personal Data, in which case Shuttlerock is a Sub-Processor. Shuttlerock is responsible for complying with its obligations under Applicable Data Protection Laws that apply to its Processing of Personal Data under the Agreement and this DPA.

4. Shuttlerock’s Purpose of Processing

Shuttlerock and any persons acting under its authority under this DPA, including Sub-Processors and Affiliates as described in Section 6, will Process Personal Data only for the purposes of performing the Services in accordance with Your written instructions as specified in the Agreement, this DPA and in accordance with Applicable Data Protection Laws. Shuttlerock will not disclose Personal Data in response to a subpoena, judicial or administrative order, or other binding instrument (a “Demand”) unless required by law. Shuttlerock will promptly notify You of any Demand unless prohibited by law and provide You reasonable assistance to facilitate Your timely response to the Demand. Shuttlerock may also Aggregate Personal Data as part of the Services in order to provide, secure, and enhance Shuttlerock products and Services.

Shuttlerock may provide Personal Data to Affiliates in connection with any anticipated or actual merger, acquisition, sale, bankruptcy, or other reorganization of some or all of its business, subject to the obligation to protect Personal Data consistent with the terms of this DPA.

5. Data Subjects and Categories of Personal Data

You determine the Personal Data to which You provide Shuttlerock access to in order to perform the Services. This may involve the Processing of Personal Data of the following categories of Your Data Subjects:

- Employees and applicants
- Customers and end users
- Suppliers, agents, and contractors.

The Processing of Your Personal Data may also include the following categories of Personal Data:

- Direct identifiers such as first name, last name, date of birth, and home address
- Communications data such as home telephone number, cell telephone number, email address, postal mail address, and fax number
- Family and other personal circumstance information, such as age, date of birth, marital status, spouse or partner, and number and names of children
- Employment information such as employer, work address, work email and phone, job title and function, salary, manager, employment ID, system usernames and passwords, performance information, and CV data
- Other data such as services purchased, device identifiers, online profiles and behavior, and IP address
- Other Personal Data to which You provide Shuttlerock access in connection with the provision Services

6. Sub-Processing

Subject to the terms of this DPA, You authorize Shuttlerock to engage Sub-Processors and Affiliates for the Processing of Personal Data. These Sub-Processors and Affiliates are bound by written agreements that require them to provide at least the level of data protection required of Shuttlerock by the Agreement and this DPA. You may request Shuttlerock to perform an audit on a Sub-Processor or to obtain an existing third-party audit report related to the Sub-Processor's operations to verify compliance with these requirements. Shuttlerock remains responsible at all times for such Sub-Processors' and Affiliates' compliance with the requirements of the Agreement, this DPA and Applicable Data Protection Laws.

A list of Sub-Processors and Affiliates, as well as a mechanism to obtain notice of any updates to the list, are available at <https://www.shuttlerock.com/sub-processor-list>. At least fourteen (14) calendar days before authorizing any new Sub-Processor to access Personal Data, Shuttlerock will update the list of Sub-Processors and Affiliates. Where Shuttlerock is a Processor (and not a Sub-Processor), the following terms apply:

- If, based on reasonable grounds related to the inability of such Sub-Processor or Affiliate to protect Personal Data, You do not approve of a new Sub-Processor or Affiliate, then You may terminate any subscription for the affected Service without penalty by providing, before the end of the notice period, written notice of termination that includes an explanation of the grounds for non-approval.
- If the affected Service is part of a suite (or similar single purchase of Services), then any such termination will apply to the entire suite.
- After such termination, You shall remain obligated to make all payments required under any purchase order or other contractual obligation with Shuttlerock and shall not be entitled to any refund or return of payment from Shuttlerock.

7. International Transfer of Personal Data

Depending upon the Services, You and Shuttlerock may agree upon the location for storage of Personal Data. Notwithstanding the foregoing, Shuttlerock may transfer Personal Data to the United States and/or to other third countries as necessary to perform the Services, and you appoint Shuttlerock to perform any such transfer in order to process Personal Data as necessary to provide the Services. Shuttlerock will follow the requirements of this DPA regardless of where such Personal Data is stored or Processed.

Where the Processing involves the international transfer of Personal Data under Applicable Data Protection Laws in

the European Economic Zone or the UK to Shuttlerock, Affiliates or Sub-Processors in a jurisdiction (i) that has not been deemed by the European Commission or the UK Information Commissioner's Office to provide an adequate level of data protection, and (ii) there is not another legitimate basis for the international transfer of such Personal Data, such transfers are subject to either the 2021 EU Standard Contractual Clauses and/or the UK SCC Addendum (as applicable) or other valid transfer mechanisms available under Applicable Data Protection Laws. For international transfers subject to:

- the 2021 EU SCCs, the parties hereby incorporate by reference the 2021 EU SCCs in unmodified form (Module Two where You are a Controller and Shuttlerock is a Processor or Module Three where both You and Shuttlerock are Processors, as applicable).
- the UK SCC Addendum, the parties hereby incorporate by reference the UK SCC Addendum in unmodified form,

the:

- 2021 EU SCCs are available at source https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en; and
- the UK SCC Addendum are available at source <https://ico.org.uk/media/for-organisations/documents/4019539/international-data-transfer-addendum.pdf>,

and shall be between You and Shuttlerock Limited, irrespective of Your location. For such purposes, You will act as the Data Exporter on Your behalf and on behalf of any of Your entities, and Shuttlerock will act as the Data Importer on its own behalf and/or on behalf of its Affiliates. For purposes of Clause 7 of the 2021 EU SCCs, any acceding entity shall enforce its rights through You.

Where the Processing involves the international transfer of Personal Data under other Applicable Data Protection Laws to Shuttlerock, Affiliates or Sub-Processors, such transfers are subject to the data protection terms specified in in this DPA and Applicable Data Protection Laws.

8. Requests from Data Subjects

Shuttlerock will make available to You the Personal Data of Your Data Subjects and the ability to fulfill requests by Data Subjects to exercise one or more of their rights under Applicable Data Protection Laws in a manner consistent with Shuttlerock's role as a Data Processor. Shuttlerock will provide reasonable assistance to assist with Your response.

If Shuttlerock receives a request directly from Your Data Subject to exercise one or more of their rights under Applicable Data Protection Laws, Shuttlerock will direct the Data Subject to You unless prohibited by law.

9. Security

Shuttlerock shall implement and maintain appropriate administrative, technical, and organizational practices designed to protect Personal Data against any misuse or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such security practices are set forth in the Shuttlerock Services Security Exhibit at Appendix 1. Shuttlerock seeks to continually strengthen and improve its security practices, and so reserves the right to modify the controls described herein. Any modifications will not diminish the level of security during the relevant term of Services.

Shuttlerock employees are bound by appropriate confidentiality agreements and required to take regular data protection trainings as well as comply with Shuttlerock corporate privacy and security policies and procedures.

10. Personal Data Breach

Shuttlerock shall notify You without undue delay after becoming aware of a Personal Data Breach involving Personal Data in Shuttlerock's possession, custody or control. Such notification shall at least: (i) describe the nature of the Personal Data Breach including, where possible, the categories and approximate number of Your Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (ii) provide the name and contact details of the data protection officer or other contact where more information can be obtained; and (iii) describe the measures taken or proposed to be taken to address the Personal Data Breach including, where appropriate, measures to mitigate its possible adverse effects. You will coordinate with Shuttlerock on the content of any public statements or required notices to individuals and/or Supervisory Authorities.

11. Your Instructions and Providing Information & Assistance

You may provide additional instructions to Shuttlerock related to the Processing of Personal Data that are necessary for You and Shuttlerock to comply with our respective obligations under Applicable Data Protection Laws as a Data Controller and Data Processor. Shuttlerock will comply with Your instructions at no additional charge, provided that in the event that Your instructions impose costs on Shuttlerock beyond those included in the scope of Services under the Agreement, the parties agree to negotiate in good faith to determine the additional costs. Shuttlerock will promptly inform You if it believes that Your instructions are not consistent with Applicable Data Protection Laws, provided that Shuttlerock shall not be obligated to independently inspect or verify Your Processing of Personal Data.

Shuttlerock will provide You with information reasonably necessary to assist You in enabling Your compliance with Your obligations under Applicable Data Protection Laws, including without limitation Shuttlerock's obligations under the EU General Data Protection Regulation to implement appropriate data security measures, carry out a data protection impact assessment and consult the competent Supervisory Authority (taking into account the nature of Processing and the information available to Shuttlerock), and as further specified in this DPA.

12. Return and Deletion of Personal Data

Shuttlerock will return or provide an opportunity for You to retrieve all Personal Data after the end of the provision of Services and delete existing copies. With respect to cloud services, You shall have thirty (30) calendar days to download Your Personal Data after termination of the Agreement and You must contact Shuttlerock technical support for download access and instructions. In the event You do not contact Shuttlerock technical support for this purpose within 30 calendar days after the end of the provision of Services, Shuttlerock shall delete Your Personal Data promptly once that Personal Data is no longer accessible by You, except for (i) back-ups deleted in the ordinary course, and (ii) retention as required by applicable law. In the event of either (i) or (ii), Shuttlerock will continue to comply with the relevant provisions of this DPA until such data has been deleted.

13. Audit

In the event the information you request of Shuttlerock under Section 11 above does not satisfy your obligations under Applicable Data Protection Laws, You may carry out an audit of Shuttlerock's Processing of Your Personal Data up to one time per year or as otherwise required by Applicable Data Protection Laws. To request an audit, you must provide Shuttlerock with a proposed detailed audit plan four weeks in advance, and Shuttlerock will work with you in good faith to agree on a final written plan. Any such audit shall be conducted at Your own expense, during normal business hours, without disruption to Shuttlerock's business, and in accordance with Shuttlerock's security rules and requirements. Prior to any audit, Shuttlerock undertakes to provide You reasonably requested information and associated evidence to satisfy Your audit obligations, and You undertake to review this information prior to undertaking any independent audit. If any of the requested scope of the audit is covered by an audit report issued to Shuttlerock by a qualified third-party auditor within the prior twelve months, then the parties agree that the scope of Your audit will be reduced accordingly.

You may use a third-party auditor with Shuttlerock's agreement, which will not be unreasonably withheld. Prior to any third-party audit, such auditor shall be required to execute an appropriate confidentiality agreement with Shuttlerock. If the third party is Your Supervisory Authority and applicable law enables it to audit Shuttlerock directly, Shuttlerock will cooperate with and provide reasonable assistance to the Supervisory Authority in accordance with Applicable Data Protection Laws.

You will provide Shuttlerock with a copy of any final report unless prohibited by Applicable Data Protection Laws, will treat the findings as Confidential Information in accordance with the terms of the Agreement (or confidentiality agreement entered into between You and Shuttlerock), and use it solely for the purpose of assessing Shuttlerock's compliance with the terms of the Agreement, this DPA, and Applicable Data Protection Laws.

14. Data Protection Officer

You may contact the Shuttlerock global Data Protection Officer c/o Shuttlerock, Level 1, 15 Bridge Street, Nelson 7010, Nelson, New Zealand. If you have appointed a Data Protection Officer, you may include their contact information in your order for Services.

15. Term

This Agreement becomes effective upon your purchase of the Services.

Customer:.....	SHUTTLEROCK LTD
Signature:.....	Signature: <i>Shaun Heath</i>
Printed:.....	Printed: Shaun Heath.....
Title:.....	Title: Data Protection Officer.....
Date:.....	Date: 19/07/2022.....

Appendix 1 - Services Security

Description of the Technical and Organisational Security Measures implemented by Shuttlerock

Technical and Organizational Security Measure	Details
Measures of pseudonymisation and encryption of personal data	Shuttlerock has deployed secure methods and protocols for transmission of confidential or sensitive information over public networks. Databases housing sensitive customer data are encrypted at rest. Shuttlerock uses only recommended secure cipher suites and protocols to encrypt all traffic in transit and Customer Data is securely encrypted with strong ciphers and configurations when at rest.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	<p>Shuttlerock’s customer agreements contain strict confidentiality obligations. Additionally, Shuttlerock requires every downstream Sub-processor to sign confidentiality provisions that are substantially similar to those contained in Shuttlerock’s customer agreements.</p> <p>Shuttlerock has undergone a SOC 2 Type 2 audit that includes the Security and Processing Integrity Trust Service Criteria.</p>
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	<p>Daily, weekly and monthly backups of production datastores are taken.</p> <p>Backups are periodically tested in accordance with information security and data management policies.</p>
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing	Shuttlerock has undergone a SOC 2 Type 2 audit that includes the Security and Processing Integrity Trust Service Criteria.
Measures for user identification and authorization	Shuttlerock uses secure access protocols and processes and follows industry best-practices for authentication, including Multifactor Authentication (MFA) and Single Sign On (SSO). Shuttlerock deploys two-factor authentication across many of its systems, and network infrastructure is securely configured to vendor and industry best practices to block all unnecessary ports, services, and unauthorized network traffic.
Measures for the protection of data during transmission	Shuttlerock has deployed secure methods and protocols for transmission of confidential or sensitive information over public networks. Shuttlerock uses only recommended secure cipher suites and protocols to encrypt all traffic in transit (i.e. TLS 1.2)
Measures for the protection of data during storage	Encryption-at-rest is automated using AWS’s transparent disk encryption, which uses industry standard AES-256 encryption to secure all volume (disk) data. All keys are fully managed by AWS.

Measures for ensuring physical security of locations at which personal data are processed	All Shuttlerock processing occurs in physical data centers that are managed by sub-processors. The list of the sub-processors Shuttlerock engages with can be found here https://www.shuttlerock.com/sub-processor-list .
Measures for ensuring events logging	Shuttlerock monitors access to applications, tools, and resources that process or store Customer Data, including cloud services. Monitoring of security logs is managed by the security and engineering teams. Log activities are investigated when necessary and escalated appropriately.
Measures for ensuring system configuration, including default configuration	Shuttlerock adheres to a change management process to administer changes to the production environment for the Services, including changes to its underlying software, applications, and systems. All production changes are automated through CI/CD tools to ensure consistent configurations.
Measures for internal IT and IT security governance and management	Shuttlerock maintains a SOC 2 Type II compliant risk-based information security governance program. The framework for Shuttlerock's security program includes administrative, organizational, technical, and physical safeguards reasonably designed to protect the Services and confidentiality, integrity, and availability of Customer Data.
Measures for certification/assurance of processes and products	Shuttlerock undergoes annual SOC 2 Type II audits.
Measures for ensuring data minimisation	Shuttlerock's customers unilaterally determine what customer Personal Data they route through the Services. As such, Shuttlerock operates on a shared responsibility model. Shuttlerock gives Customers control over exactly what Personal Data enters the platform. All Customer Data is deleted from the Services following Shuttlerock's Data Retention Plan and Data Deletion Policy.
Measures for ensuring data quality	<p>Shuttlerock has a multi-tiered approach for ensuring data quality. These measures include: (i) unit testing to ensure quality of logic used to process API calls, (ii) database schema validation rules which execute against data before it is saved to our database, (iii) a schema-first API design using GraphQL and strong typing to enforce a strict contract between official clients and API resolvers. Shuttlerock applies these measures across the board, both to ensure the quality of any usage data that Shuttlerock collects and to ensure that the Shuttlerock platform is operating within expected parameters.</p> <p>Shuttlerock ensures that data quality is maintained from the time a Customer sends Customer Data into the Services and until that Customer Data is presented or exported.</p>
Measures for ensuring limited data retention	Shuttlerock Customers unilaterally determine what Customer Data they route through the Services. As such, Shuttlerock operates on a shared responsibility model. If a Customer is unable to delete Customer Personal

	Data via the self-services functionality of the Services, then Shuttlerock deletes Customer Data upon the Customer's written request, within the timeframe specified in this DPA and in accordance with Applicable Data Protection Laws. All Customer Data is deleted from the Services following Shuttlerock's Data Retention Plan and Data Deletion Policy.
Measures for ensuring accountability	Shuttlerock has adopted measures for ensuring accountability, such as implementing data protection and information security policies across the business, recording and reporting Security Incidents involving Personal Data, and formally assigning roles and responsibilities for information security and data privacy functions. Additionally, Shuttlerock conducts regular third-party audits to ensure compliance with our privacy and security standards.
Measures for allowing data portability and ensuring erasure	<p>All Personal Data in the Services may be deleted by the Customer or at the Customer's request.</p> <p>Personal Data is incidental to Shuttlerock's Services. Based on Privacy by Design and Data Minimization principles, Shuttlerock severely limits the instances of Personal Data collection and processing within the Services. Most use cases for porting Personal Data from Shuttlerock are not applicable. However, Shuttlerock will respond to all requests for data porting in order to address Customer needs.</p>
Technical and organizational measures of sub-processors	Shuttlerock enters into Data Processing Agreements with its authorized Sub-Processors with data protection obligations substantially similar to those contained in this Addendum.