<div align="center">**CLOUDINARY DATA PROCESSING ADDENDUM**</div>

With effect as of its execution by Cloudinary and Customer, this Data Processing Addendum ("**DPA**") forms part of the Cloudinary Subscription Agreement ("**Subscription Agreement**") between Cloudinary Ltd., or the Cloudinary Ltd. subsidiary from which Customer is acquiring (directly or through an authorized distributor or reseller) the Service, as applicable (collectively, "**Cloudinary**") and the person or entity who acquires the Service under the Subscription Agreement ("**Customer**"). This DPA reflects the parties' agreement with regard to the Processing of Personal Data. All capitalized terms not defined herein will have the meaning set forth in the Subscription Agreement or under the Privacy Laws and Regulations.

DATA PROCESSING TERMS

In the course of providing the Cloudinary's image and video management service ("**Service**") to Customer pursuant to the Subscription Agreement, Cloudinary may Process Personal Data on behalf of Customer. The parties agree to comply with the following provisions with respect to Personal Data Processed by Cloudinary as part of the Service for Customer.

1. **DEFINITIONS**

   1.1. "**Cloudinary Information Security Documentation**" means the information security documentation applicable to the specific Service purchased by Customer, as updated from time to time, and made available by Cloudinary upon request and subject to adequate confidentiality arrangements.

   1.2. "**Data Subject**" means an identified or identifiable natural person; an identifiable natural person is one who can be identified, 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 that natural person. Data Subject includes Consumer as such term is defined under the CCPA.

   1.3. "**Personal Data**" means any information relating to a Data Subject. Personal Data includes Personal Information as such term is defined under the CCPA.

   1.4. "**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.

   1.5. "**Personnel**" means persons authorized by Cloudinary to Process Customer's Personal Data.

   1.6. "**Privacy Laws and Regulations**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("**GDPR**") and California Consumer Privacy Act of 2018 Cal. Civil Code § 1798.100 et seq. ("**CCPA**").

   1.7. "**Privacy Shield**" means the EU-US Privacy Shield Framework, as administered by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of July 12, 2016.

   1.8. "**Privacy Shield Principles**" mean the Privacy Shield Principles, as supplemented by the Supplemental Principles and contained in Annex II to the European Commission Decision C(2016)4176 of July 12, 2016, as may be amended, superseded or replaced.

1.9. **"Process"** or **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, blocking, erasure or destruction.

1.10. **"Standard Contractual Clauses"** mean the annex to the EU Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council.

2. DATA PROCESSING

2.1. **Scope and Roles.** This DPA applies when Personal Data is Processed by Cloudinary as part of Cloudinary's provision of the Service. In this context, for the purposes of the GDPR, Customer is the Data Controller and Cloudinary is the Data Processor and for the purposes of the CCPA, Customer is a Business and Cloudinary is the Service Provider.

2.2. **Subject Matter, Duration, Nature and Purpose of Processing.** Cloudinary processes Customer's Personal Data as part of providing Customer with the Service, pursuant to the specifications and for the duration under the terms of the Subscription Agreement.

2.3. **Type of Personal Data and Categories of Data Subjects**. Cloudinary has no control over the type of Personal Data that Customer and users authorized by Customer upload to the Service. Accordingly, Cloudinary has no control over the categories of Data Subjects that Customer's Personal Data relates to.

2.4. **Instructions for Cloudinary's Processing of Personal Data**. Cloudinary will only Process Personal Data on behalf of and in accordance with Customer's instructions. Customer instructs Cloudinary to Process Personal Data for the following purposes: (i) Processing related to the Service in accordance with the terms of the Subscription Agreement; and (ii) Processing to comply with other reasonable instructions provided by Customer where such instructions are consistent with the terms of the Subscription Agreement. Customer undertakes to provide Cloudinary with lawful instructions only. Cloudinary will inform Customer immediately, if in Cloudinary's opinion an instruction infringes any provision under the GDPR and will be under no obligation to follow such instruction, until the matter is resolved in good-faith between the parties. As required under Privacy Laws and Regulations, Customer will provide all necessary notices to relevant Data Subjects and secure all necessary permissions and consents from them, for the Processing of Personal Data by Cloudinary pursuant to this DPA.

2.5. Cloudinary will not (1) Sell Personal Data, or (2) retain, use or disclose Personal Data (i) for any purpose other than for the specific purpose of performing the Service, or (ii) outside of the direct business relationship between Customer and Cloudinary, except as permitted under the applicable Privacy Laws and Regulations. Cloudinary acknowledges and will comply with the restrictions set forth in this Section 2.5.

3. ASSISTANCE

3.1. Taking into account the nature of the Processing, Cloudinary will assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to requests for exercising the Data Subjects' rights under the GDPR. Cloudinary will further assist Customer in ensuring compliance with Customer's obligations in connection with the security of Processing, notification of a Personal Data Breach to supervisory authorities and affected Data Subjects, Customer's data protection impact assessments and Customer's prior consultation with supervisory authorities, in relation to Cloudinary's Processing

of Personal Data under this DPA. Except for negligible costs, Customer will reimburse Cloudinary with costs and expenses incurred by Cloudinary in connection with the provision of assistance Customer under this DPA.

4. **ASSISTANCE**

4.1. **Limitation of Access**. Cloudinary will ensure that Cloudinary's access to Personal Data is limited to those personnel who require such access to perform the Subscription Agreement.

4.2. **Confidentiality**. Cloudinary will impose appropriate contractual obligations upon its personnel engaged in the Processing of Personal Data, including relevant obligations regarding confidentiality, data protection, and data security. Cloudinary will ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in their responsibilities, and have executed written confidentiality agreements. Cloudinary will ensure that such confidentiality agreements survive the termination of the employment or engagement of its personnel.

5. **OTHER PROCESSORS**

5.1. Cloudinary may engage third-party service providers to process Personal Data on behalf of Customer ("**Other Processors**"). Customer hereby provides Cloudinary with a general authorization to engage the Other Processors listed in the Other Processors List available at: https://cloudinary.com/trust/subprocessors.

5.2. All Other Processors have entered into written agreements with Cloudinary that bind them by substantially the same material obligations under this DPA.

5.3. Where an Other Processor fails to fulfil its data protection obligations in connection with the Processing of Personal Data under this DPA, Cloudinary will remain fully liable to Customer for the performance of that Other Processor's obligations.

5.4. Cloudinary may engage with a new Other Processor ("**New Processor**") to Process Customer Personal Data on Customer's behalf. Customer may object to the Processing of Customer's Personal Data by the New Processor, for reasonable and explained grounds, within five (5) business days following Cloudinary's written notice to Customer of the intended engagement with the New Processor. If Customer timely sends Cloudinary a written objection notice, the parties will make a good-faith effort to resolve Customer's objection. In the absence of a resolution, Cloudinary will make commercially reasonable efforts to provide Customer with the same level of Service, without using the New Processor to Process Customer's Personal Data.

6. **DATA TRANSFER**

6.1. Cloudinary is self-certified to and complies with the Privacy Shield and will maintain its self-certification to and compliance with the Privacy Shield throughout the period of providing the Service to the Customer under the Subscription Agreement. Transfer of Personal Data related to EU Data Subjects to Cloudinary's US-based sites is made pursuant to the terms of the Privacy Shield.

6.2. All Cloudinary third-party service providers to whom Cloudinary transfers Personal Data to provide the Service – (i) are certified to the Privacy Shield, or (ii) undertook to provide at least the same level of protection for the Personal Data as is required by the Privacy Shield Principles, or (iii), have executed the Standard Contractual Clauses, or (iv) have executed or undertook to comply with such other binding instruments, certifications or self-certifications for the lawful transfer of

Customer's Personal Data related to Data Subjects within the EU to other territories, as required and available under the GDPR, or (v) are established in a country that was acknowledged by the EU Commission as providing adequate protection to Personal Data.

6.3. If the Privacy Shield is invalidated, or if Cloudinary or any of its third-party service providers are no longer able to continue complying with the Privacy Shield, or provide the same level of protection as under the Privacy Shield Principles, then Cloudinary will take such measures as required under the GDPR to continue facilitating the lawful Processing in the US of Customer's Personal Data related to Data Subjects within the EU by Cloudinary and its Other Processors.

7. **SECURITY**

7.1. **Controls**. Cloudinary will maintain administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Customer's Personal Data, pursuant to the Cloudinary Information Security Documentation and the ISO 27001 standard. Cloudinary regularly monitors compliance with these safeguards. Cloudinary will not materially decrease the overall security of the Service during the term of providing the Service to the Customer under the Subscription Agreement.

8. **PERSONAL DATA BREACH MANAGEMENT AND NOTIFICATION**

8.1. Cloudinary will maintain security incident management policies and procedures and will notify Customer without undue delay after becoming aware of a Personal Data Breach related to Customer's Personal Data which Cloudinary, or any of Cloudinary's Other Processors, Process. Cloudinary's notice will at least: (a) describe the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects concerned and the categories and approximate number of Personal Data records concerned; (b) communicate the name and contact details of the Cloudinary's data protection team, which will be available to provide any additional available information about the Personal Data Breach; (c) describe the likely consequences of the Personal Data Breach; (d) describe the measures taken or proposed to be taken by Cloudinary to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide the information at the same time, the information may be provided in phases without undue further delay.

8.2. Cloudinary will work diligently, pursuant to its incident management policies and procedures to promptly identify and remediate the cause of the Personal Data Breach and will inform Customer accordingly.

8.3. Cloudinary's liability for a Personal Data Breach toward Customer and any third party is subject to the following limitations: (a) the Personal Data Breach is a result of a breach of Cloudinary's information security obligations under this DPA; and (b) the Personal Data Breach is not caused by: (i) acts or omissions of Customer, or any person acting on behalf of or jointly with Customer (collectively "Customer Representatives"); (ii) Customer Representatives' instructions to Cloudinary; (iii) a willful, deliberate or malicious conduct by a third party; or (iv) acts of God or force major, including, without limitation, acts of war, terror, state-supported attacks, acts of state or governmental action prohibiting or impeding Cloudinary from performing its information security obligations under the Agreement and natural and man-made disasters.

9. AUDIT AND DEMONSTRATION OF COMPLIANCE

9.1. Cloudinary will make available to Customer all information necessary for Customer to demonstrate compliance with the obligations laid down under Article 28 to the GDPR in relation to the Processing of Personal Data under this DPA by Cloudinary and its Other Processors.

9.2. To the extent required under applicable Privacy Laws and Regulations, Cloudinary will allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, in relation to Cloudinary's obligations under this DPA. Cloudinary may satisfy the audit obligation under this section by providing Customer with attestations, certifications and summaries of audit reports conducted by accredited third party auditors. Audits by Customer are subject to the following terms: (i) the audit will be pre-scheduled in writing with Cloudinary, at least forty-five (45) days in advance and will be performed not more than once a year (except for an audit following a Personal Data Breach); (ii) the auditor will execute a non-disclosure and non-competition undertaking toward Cloudinary; (iii) the auditor will not have access to non-Customer data (iv) Customer will make sure that the audit will not interfere with or damage Cloudinary's business activities and information and network systems; (v) Customer will bear all costs and assume responsibility and liability for the audit; and (vi) Customer will receive only the auditor's report, without any Cloudinary 'raw data' materials, will keep the audit results in strict confidentiality and will use them solely for the specific purposes of the audit under this section; (vii) at the request of Cloudinary, Customer will provide it with a copy of the auditor's report; and (viii) As soon as the purpose of the audit is completed, Customer will permanently dispose of the audit report.

10. DELETION OF PERSONAL DATA

10.1. To the extent required under applicable Privacy Laws and Regulations, at the choice of Customer, Cloudinary will delete or return all Customer's Personal Data to Customer after the end of the provision of Services relating to Processing of Customer's Personal Data, and delete existing copies unless a law of the European Union or an EU member state requires the storage of the Personal Data.

11. ANONYMIZED AND AGGREGATED DATA

11.1. Cloudinary may process data based on extracts of Personal Data on an aggregated and non-identifiable forms, for Cloudinary's legitimate business purposes, including for testing, development, controls, and operations of the Service, and may share and retain such data at Cloudinary's discretion.

12. DISPUTE RESOLUTION

12.1. The parties agree to communicate regularly about any open issues or process problems that require resolution. The parties will attempt in good faith to resolve any dispute related to this DPA as a precondition to commence legal proceedings, first by direct communications between the persons responsible for administering this DPA and next by negotiation between executives with authority to settle the controversy. Either party may give the other party a written notice of any dispute not resolved in the normal course of business. Within two (2) business days after delivery of the notice, the receiving party will submit to the other party a written response. The notice and the response will include a statement of each party's position and a summary of arguments supporting that position and the name and title of the executive who will represent that party. Within five (5) business days after delivery of the disputing party's notice, the executives of both parties will meet at a mutually acceptable time and place, including by phone, and thereafter as often as they reasonably deem necessary, to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

13. LIMITATION OF LIABILITY

    13.1. Each party's liability arising out of or related to this DPA (whether in contract, tort, or under any other theory of liability) is subject to the section 'Limitation of Liability' of the Agreement, and any reference in such section to the liability of a party means that party and its Affiliates in the aggregate.

14. TERM

    14.1. This DPA will commence on the later of the date of its execution or the effective date of the Subscription Agreement to which it relates and will continue until the Subscription Agreement expires or is terminated.

15. COMPLIANCE

    15.1. Cloudinary is responsible to make sure that all relevant Cloudinary's personnel adhere to this DPA.

    15.2. Cloudinary's compliance team can be reached at: **privacy@cloudinary.com**.