

June 11 2024 SlideHub Addon Services Data Processing Agreement

Introduction Preamble

The processing is based on the agreement between the parties for the provision of the SlideHub Addon Services (see Addon Services Terms and Conditions).

For customers not using the Addon Services please refer to the Data Processing Agreement for PowerPoint Asset Platform instead.

Parties

Contractor/Data Processor:

SlideHub ApS
Flæsketorvet 68, 1
1711 Copenhagen
Denmark
(**SlideHub**)

Client/Data Controller:

The person or company that use or intend to potentially use SlideHub's Addon Services in addition the SlideHub PowerPoint Asset Platform

Please see the definitions as per the Addon Services Terms and Conditions.

Definitions "Data controller"

Refers to the "Client" or the person or company that use or intends to potentially use SlideHub's Asset Platform as per the Standard Asset Platform Terms)

"Data processor"

Refers to SlideHub ApS – see parties

"Contractor"

Refers to SlideHub ApS – see parties

"Main agreement"

Refers to the Addon Services Standard Terms and Conditions also mentioned below in list of appendices OR any customized agreement made between the parties that govern the PowerPoint Addon Services e.g. Design Services by SlideHub to Client (or the organization of Client when appropriate).

"Vetted specialists"

The individuals identified as part of SlideHub's talent network, responsible for conducting parts of the orders as described within the Main Agreement.

	“SlideHub Asset Platform”	The web-based client facing web software solution offered to Client as part of the Main Agreement and available on https://ppt.slidehub.io
Appendix	Addon Service Terms and Conditions	The Addon Services Terms and Conditions at any time applicable for Clients (companies and other organizations) deciding to use SlideHub’s solutions. The terms can be accessed via: https://slidehub.io/terms
	End-User License Agreement (EULA)	The agreement between SlideHub and the individual end-user as agreed upon granted access to SlideHub Asset Platform. The agreement can be accessed via: https://slidehub.io/eula

Section 1: Overall purpose of the agreement

1.1	Introduction	<p>SlideHub collects and stores personal data on behalf of the Client as part of making the PowerPoint Asset Platform available to the Customer.</p> <p>SlideHub aims to minimize the types and quantity of personal data stored across the SlideHub Asset Platform.</p>
1.2	Subject of the service	<p>The purpose of the service is to process data by collecting, recording, organizing, sorting, storing, reading, querying, using, disclosing through transmission, dissemination or any other form of provision, matching or linking, restriction, erasure or destruction of data exclusively in connection with the services listed in the Main Agreement, improving the product experience, and keeping the Client informed about how to best use the services listed in the Main agreement.</p> <p>The data will not be processed for other purposes. The contractual services will be executed primarily in Member States of the EU or in one of the contracting states of the agreement on the European Economic Area on the part of the data processor.</p>

A transfer of the services or of partial work to a third country may occur only if the special requirements of Art. 44 et seq. GDPR are met and absolutely required for the provision of the services. Such transfers are limited to transfers to any of the listed Subcontractors in section 5.

For the purpose of reading a very selected subset of certain personal data: Personal information included in input material shared by the Client e.g. PowerPoint or Excel files. can be read by people located outside the above mentioned geographic areas.

1.3 Duration of the service

The agreement begins with the acceptance of the Main Agreement by both parties.

The agreement is valid as long as the Main Agreement is valid.

1.4 Type of data processing

The Contractor processes a well-specified list of personal data of the Client, of Client's employees, and on very rare occasions on behalf of the Client's customers.

1.5 Type of personal data

Personal data required for the execution of the service:

- Personal master data (name, company name)
- Contact information (email, phone number)
- Task request information (ticket system information)
- Invitation information (between Client employees)
- Payment information (name on credit card, bank, last 4 digits, issuing bank)
- Event and usage statistics on SlideHub PowerPoint Asset Platform
- Personal information potentially included in digital assets (slides, images, icon, text, etc) that have been uploaded by Client to the SlideHub PowerPoint Asset Platform
- Billing and payment data
- Usage information (assets, slides, icons etc. downloaded via the PowerPoint Asset Platform)
- Usage statistics on SlideHub PowerPoint Asset Platform

- Review and feedback data e.g. NPS survey results
- Support ticket email content

Section 2: Rights and obligations of the Client

- 2.1 Responsibility** The Client is solely responsible for the assessment of the lawfulness of the data collection/processing/use as well as for the protection of the rights of all personal data shared with SlideHub.
- 2.2 Right to access** The Client has the right to at any time request an overview of the specific personal data made available to SlideHub as part of the Main Agreement.
- 2.3 Right to Rectification** The Client has the right to at any time request SlideHub to update personal data processed (storage) by SlideHub.
- See Execution of Rights below with regards to the timeline for executing this right.
- 2.4 Right to Erasure** To the extent that personal data is not required to provide the services described under the Main Agreement, the Client can at any time request personal data to be erased from SlideHub.
- See Execution of Rights below with regards to the timeline for executing this right.
- 2.5 Right to Restriction of Processing and right to Object** To the extent that personal data is not required to provide the services described under the Main Agreement, the Client can at any time request SlideHub to stop processing the personal data provided by the Client.
- If personal data is required to provide the services under the Main Agreement, SlideHub will work with the Client to find a meaningful compromise.

The right to object or to restrict processing does not exempt the Client from the commitments made under the Main Agreement.

2.6 Right to Data Portability

The client can at any time request to receive a copy of all personal data stored with SlideHub in a structured, machine-readable format.

2.7 Execution of Rights

To execute the rights outlined above, the Client can at any time contact SlideHub via any of the following email addresses or by contacting the Data Protection Officer:

- success@slidehub.io
- privacy@slidehub.io

To ensure that personal data is not exposed to wrong individuals, Client must contact SlideHub using the email used for assessing the SlideHub Asset Platform.

Additionally, the Client must provide a phone number or virtual conference option in which the identify of the Client can be confirmed before any information is shared.

SlideHub will respond to all requests within 30 days of receipt. If additional time is required to fulfill the request an estimated will be provided.

2.8 Transparency

Prior to the start of data processing and then in regular intervals the Client is entitled to verify the compliance of SlideHub with any agreed technical and organizational measures and with the obligations arising from this Agreement.

The Client can also use third parties to carry out this verification. The Client undertakes to remunerate all expenses incurred by SlideHub as a result of making this verification possible.

2.9 Obligation to inform

The Client informs SlideHub immediately if the Client detects any errors or irregularities in the examination of the services.

2.10 Confidentiality

The Client is obliged to treat with confidentiality all knowledge acquired about business secrets and data security measures of SlideHub resulting from the

contractual relationship. This obligation remains valid even after termination of this Agreement.

Section 3: Obligations of the SlideHub

- 3.1 Limitations of scope** SlideHub shall only process personal data in accordance with the agreements, legal requirements and instructions of the Client in accordance with the GDPR, unless he is required to process it under the laws of the European Union or of the member state the processor is subject to (for example investigations of law enforcement and state protection authorities). In this case, the processor must notify the controller of such legal requirements prior to processing, unless such communication is prohibited due to important public interests under applicable law (Art. 28 (3) sentence 2 (a) GDPR).
- 3.2 Responsibility to act upon orders** As per section 2.7, SlideHub shall correct, delete and block personal data under the contractual relationship or restrict its processing if the Client so requests in the agreement or instructs him so unless this contradicts the legitimate interests of SlideHub.
- SlideHub has a maximum period of 30 days to act upon requests from the Client.
- 3.3 Restrictions of usage** SlideHub does not use the personal data provided for data processing for any other than:
- Enable access to the SlideHub Asset Platform
 - Collect data to improve the SlideHub Asset Platform
 - Share onboarding information and news updates
 - Handle support tickets
 - Marketing (see subcontractors)
- 3.4 Obligation to inform** SlideHub will immediately inform the Client if, in his opinion, an instruction issued by the Client violates statutory provisions. SlideHub shall be entitled to suspend the execution of the relevant instruction until it has been confirmed or changed by the person responsible at the Client.

- 3.5 Entitlement to control**
- SlideHub agrees that the Client – by appointment – is entitled to control compliance with this agreement to the extent required under Art. 28 GDPR either directly or through third parties commissioned by the Client.
- SlideHub undertakes to provide the Client with the necessary information and to prove the implementation of the technical and organizational measures.
- 3.6 Deletion upon cancellation**
- After a potential termination of the contractual obligations as specified in the Main Agreement, SlideHub shall delete all data, documents and processing or utilization results, which were obtained in connection with the contractual relationship if requested by the Client in writing or via the SlideHub Client Platform unless doing so is not possible due to legal or factual grounds.
- SlideHub has a maximum period of 30 days to delete personal data upon request by the Client.
- 3.7 Data protection officer**
- Data protection officer of SlideHub is Anders Haugbølle Thomsen and can be directly contacted via email: anders.thomsen@slidehub.io
- Changes of the data protection officer shall be notified to the Client without undue delay.
- 3.8 Confidentiality**
- SlideHub undertakes to maintain confidentiality when processing personal data provided by the Client. This obligation shall survive the termination of the agreement.
- 3.9 Employees and subcontractor involvement**
- SlideHub warrants that the employees and subcontractors involved in the provision of the services are familiar with the requirements of data protection relevant to their work and that they are bound to maintain confidentiality for the duration of their employment as well as after termination of the relationship. SlideHub further warrants, that all Subcontractors meet the requirements described in section 4 of the DPA.

3.10 Consent for sharing SlideHub may only provide information to third parties, not considered subcontractors as outlined in section 4, or the data subject about personal data obtained during the service with prior instruction or written consent of the Client, or when as this information is provided based on legal requirements.

For the purpose of conducting the design services described in the Main Agreement, the Client grant SlideHub the right to share personal data to the Vetted Specialist if such personal data is included in the PowerPoint slides, Excel files or other input material.

3.11 Assistance to the controller SlideHub shall assists the Client in ensuring compliance with the its obligations pursuant to Articles 32 to 36 GDPR taking into account the nature of processing and the information available to SlideHub.

This support includes developing and maintaining functionality that helps to prevent GDPR sensitive data to be added to the SlideHub Asset Platform.

3.12 Security of processing SlideHub shall implement all necessary technical and organizational measures (TOM) to ensure an adequate level of security in accordance with Art. 32 GDPR. This includes protecting the data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to the data (personal data breach). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risks involved for the data subjects.

Specifically, SlideHub will maintain a SOC 2 Type 2 security certificate including annual audits, penetration tests, vulnerability scanning etc. as well as make real time controls compliance available for monitoring by the Client via the Vanta Trust Center.

Section 4: Subcontractors

- 4.1 Use of Subcontractors** The use of subcontractors for the processing of accounting information, payment information, email processing, and to the limited extent to which it is required within task delivery services e.g. visualizations of presentations, maintenance of slide library etc. is permitted due to the nature of the process of executing services using a global talent platform to execute orders under the Main Agreement. The approval required under Art. 28 (2) and (9) GDPR is hereby granted.
- 4.2 Selection of subcontractors** SlideHub shall ensure that it has carefully selected the subcontractor with special consideration of the suitability of the technical and organizational measures taken by the subcontractor in accordance with Art. 32 GDPR.
- 4.3 Subcontractors in third countries** Subcontractors in third countries may only be commissioned if the special conditions of Art. 44 et seq. GDPR are met (for example adequacy decisions by the European Commission, model data protection clauses, approved codes of conduct) or when their commissioning is necessary for the provision of the service by the Contractor in order to execute the orders as specified in the Main Agreement. Thus, Vetted Specialists, which to some extent can be considered subcontractors, on the SlideHub talent platform is given access to data (only read permission) if, and only if, such data is included in the task input provided by clients, and might in some cases be read by subcontractors (Vetted Specialists) in third countries.
- 4.4 Subcontractor obligations** SlideHub must ensure that the agreed regulations between the Client and this Agreement also apply to subcontractors to the greatest extent possible and will regularly review compliance with the obligations of the subcontractor(s).
- 4.5 Specification for sub-Contractors** In the agreement with the subcontractor, the responsibilities of the parties shall be so specific to allow a clear distinction. If multiple subcontractors are used this also applies to the responsibilities between these subcontractors.

4.6 Existing subcontractors

The Client agrees that the subcontractors currently engaged in the processing of personal data for the Contractor, including the Vetted Specialists working as part of SlideHub's talent platform as mentioned under 4.1, are to continue handling data, but only to the extent required in order to execute orders as outlined in Main Agreement.

Section 5: Subcontractors

5.1 Level of data protection

Subcontractors shall ensure an appropriate level of protection for any data processing in accordance with the risks to the rights and freedoms of data subjects affected by the processing. This shall at a minimum take into account the protection objectives of confidentiality, availability, and integrity of the systems and services, as well as their resilience in terms of the nature, extent, circumstances, and purpose of the processing to permanently reduce such risks by means of appropriate technical and organizational corrective measures.

5.2 Data protection concept

The data protection concept utilized by Subcontractor has selected its technical and organizational measures by considering the protection objectives in accordance with the state of the art of the IT systems and processing processes.

As a minimum SlideHub requires that Subcontractors operate using a Data Processing Agreement that uses Standard Contractual Clauses.

5.3 Principles of proper data processing

Subcontractors shall comply with the principles of proper data processing. The Subcontractor shall ensure the contractually agreed and legally required data security measures.

Furthermore, SlideHub expects Subcontractors to present proof properly implemented security measures. Subcontractors are expected to, but not strictly required, to have at least one audited security certificate e.g. SOC2 or ISO27001

5.4 Technical and organizational development

The technical and organizational measures may be modified to keep pace with technical and organizational developments over the course of the contractual relationship. The subcontractor shall establish procedures for the periodic review and evaluation of the effectiveness of the measures to ensure the safety of the processing. Significant changes will be communicated to the client in documented form.

5.5 Obligation of notifications

The Subcontractor shall immediately notify SlideHub of any disruptions, violations against data protection regulations or the stipulations made under this agreement by Subcontractor or persons the Subcontractors employs, as well as about the suspicion of data breaches or irregularities in the processing of personal data.

This applies in particular with regard to any notification and notification obligations of the Client in accordance with Art. 33 and 34 GDPR. SlideHub agrees to adequately support the Client in his duties according to Art. 33 and 34 GDPR.

SlideHub shall immediately investigate the situation and determine if the Client is in any way impacted. In case the case that Client is, or is expected to be, impacted SlideHub will immediately contact the Client.

Section 6: Liability

6.1 Serious violations

In the case of serious violations of the terms of this agreement, in particular against compliance with applicable data protection regulations, the Client is entitled to a special right of immediate termination. Further sanctions, in particular contractual penalties, are excluded.

6.2 Other termination

For all other intents and purposes, the existing liability terms for the respective services as agreed in the Main Agreement apply.

Section 7: Miscellaneous

- 7.1 Serious violations** Section 6.1 applies unless agreed otherwise in writing as part of the Main Agreement or separate non-disclosure agreements.
- 7.2 Side arguments** The written form is required for side agreements.
- 7.3 Terms definition** Terms used in this Agreement are to be understood according to their definitions in the EU General Data Protection Regulation.

Section 8: Effectiveness of the agreement

- 7.1 Validity of individual terms** Should individually terms or clauses of the agreement be invalid or unenforceable, this does not affect the validity of the agreement otherwise or the validity of the Main Agreement or the EULA. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic purpose pursued by the parties with the invalid or unenforceable provision.

Section 9: List of subcontractors

- 9.1 Accounting & Billing**
- Credit card processing*
Stripe Inc (www.stripe.com)
3180 18th Street
San Francisco, CA 94110
United States
- Accounting information and invoicing*
Billy ApS (www.billy.dk, CVR: 33 23 91 06)
Bredgade 33C, st. th
1260 København K
- 9.2 Ticket handling & Email**
- Support tickets*
Zendesk Inc (www.zendesk.com)
1019 Market St
SAN FRANCISCO CA 94103-1612 USA
- Hubspot (www.hubspot.com)
25 First Street, 2nd Floor

Cambridge, MA 02141
United States

Onboarding and news update emails
CustomerIO (www.customer.io)
921 SW Washington Street
Suite 820
Portland, Oregon, 97205

Transactional emails
PostMark (www.postmarkapp.com)
1 N Dearborn St, Chicago, IL 60602,
USA

9.3 Data storage and processing

Web hosting, storage and dataware house
Amazon Web Services, Inc. (<https://aws.amazon.com/>)
1200 12th Avenue South
Suite 1200
Seattle, WA 98144 USA

OAuth login functionality
Microsoft Azure (<https://azure.microsoft.com>)
15010 NE 36th Street Microsoft Campus Building 92
Redmond, WA 98052

9.4 Product improvement

Event tracking and analytics
Segment (www.segment.com)
100 California St #700
San Francisco
CA 94111,
USA

Issue tracking
Jira / Atlassian (www.atlassian.com)
Level 6, 341 George Street,
Sydney, NSW 2000
Australia

Extract transform load
Hevo Data (EU)
<https://eu.hevodata.com/>
1390 Market Street, San Francisco.
United States of America

Exception and performance tracking

Sentry (www.sentry.io)

Functional Software, Inc., 45 Fremont Street, 8th Floor,
San Francisco, CA 94105.

NPS surveys

Delighted LCC (www.delighted.com)

333 W. River Park Drive, Provo, UT 84604, United States
of America

9.5 Marketing

Facebook Inc (www.facebook.com)

1 Hacker Way
Menlo Park, California

Linkedin (www.linkedin.com)

Sunnyvale HQ
1000 W Maude Ave, California

Google Ads (www.ads.google.com)

1600 Amphitheatre Parkway
Mountain View, CA 94043

9.6 Security

Security compliance platform

Vanta Inc. (www.vanta.com)

369 Hayes
San Francisco, CA 94102

SSO and directory sync

WorkOs (www.workos.com)

548 Market St, PMB 86125, San Francisco, CA 94104
United States of America

9.7 Search

Search indexing

Algolia Inc (www.algolia.com)

301 Howard St, 3rd floor, San Francisco, CA 94105
USA

SlideHub ApS
Flæsketorvet 68, 1
1711 Copenhagen V
DENMARK
VAT: DK37549223