

UNIVERSITY OF WASHINGTON PERSONAL DATA PROCESSING AGREEMENT

A. INTRODUCTION, PARTIES, AND EFFECTIVE DATE

This Personal Data Processing Agreement (the "PDPA") is hereby incorporated into and amends the

Storyblocks Enterprise Royalty Free License Agreement (the "Agreement") between the University of Washington, an agency of the State of Washington, with its main campus located in Seattle, Washington (the "University") and Footage Firm, Inc, a Virginia corporation, with a principal place of business at 1515 N Courthouse Road, Suite 1000, Arlington, VA 22201 (the "Contractor") as of the Effective Date below. The parties agree as follows:

B. DEFINITIONS

1. **"Controller"** refers to the person or entity that determines the purpose and means for Data Processing.
2. **"Data Breach"** means any technical or physical incident or set of circumstances that leads to the unauthorized, accidental or unlawful access to, or destruction, loss, alteration, or disclosure of, University Personal Data undergoing Data Processing by the Contractor.
3. **"Data Processing"** means any operation(s) performed on University Personal Data, whether or not by automated means, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, access, use, disclosure by transmission, dissemination, combination, restriction or destruction.
4. **"Data Request"** means a request to exercise rights available under any applicable law with respect to University Personal Data.
5. **"Processor"** refers to the person or entity that performs Data Processing on behalf of the Controller.
6. **"Subcontractor"** means any person or entity appointed by or on behalf of the Contractor to carry out any portion of the Work.
7. **"University Personal Data" or "UPD"** means any records or information relating to an identified or identifiable natural person, such as name, identification number, location data, online identifiers, or factor(s) specific to physical, physiological, genetic, mental, economic, cultural, or social identity or characteristics, or is identified as personally identifiable data (or a similar term) by any applicable law, that:
 - a. Is created, received, or maintained by the University and transmitted to, accessed by, or otherwise made available to the Contractor in connection with the Contractor's performance of the Work;
 - b. Is created or compiled by the Contractor in performing the Work; or
 - c. Is appended to, aggregated with, or associated with any University Personal Data originating from the University that was transmitted to or accessed by the Contractor in connection with the Contractor's performance of the Work.

Notwithstanding the foregoing, UPD does not include personal data relating to the Contractor's or Subcontractor's personnel or personal data that is acquired from non-UW sources and is processed by the Contractor not in association with the Work.

8. **"Contractor"** as used in this PDPA includes both the Contractor identified above, and any third party and/or entity that owns or controls, is owned or controlled by, or is under common ownership or control with the Contractor, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting security, by contract, or otherwise.
9. **"Work"** refers to any and all activities carried out by the Contractor or a Subcontractor in providing services, work product or deliverables under the Agreement, or in fulfilling any other obligations set forth in the Agreement.

1. The Contractor represents and warrants that any Data Processing shall be by personnel who (a) are obligated to maintain confidentiality under applicable law or job expectations, and (b) are sufficiently trained and experienced to use reasonable care commensurate with state of the art professional practices to comply with the obligations in this PDPA.
2. The Contractor shall ensure that there are appropriate personnel vetting processes, and appropriate policies and/or controls over activities as necessary to safeguard UPD per this PDPA and applicable law.
3. Prior to the disclosure of UPD to, or the commencement of Data Processing by any Subcontractor, the Contractor shall cause each Subcontractor to execute an agreement with the Contractor that includes terms and conditions which establish at least the same level of protection for UPD as those set out in this PDPA and applicable law. If a Subcontractor fails to fulfill its data protection obligations under this PDPA or applicable law, the Contractor shall remain fully liable to the University for the performance of that Subcontractor's obligations.

D. PURPOSE AND LIMITS OF DATA PROCESSING

1. The Description of Data Processing Exhibit to this PDPA sets forth certain information relating to the Data Processing by the Contractor for the purpose of carrying out the Work. The Contractor may only engage in Data Processing for the limited purpose described in the Description of Data Processing Exhibit (the "Purpose"). The Contractor shall limit its Data Processing to include only the minimum UPD needed to fulfill the Purpose. The Contractor's Data Processing will not involve any secondary uses of UPD beyond the Purpose. Without limiting the generality of the foregoing, the Contractor shall not use any UPD to market or sell goods or services to persons named or otherwise identified in UPD.
2. When the University reasonably deems necessary to meet its own requirements and/or applicable laws, the University may make reasonable changes to the Data Processing by amending the Description of Data Processing Exhibit or providing the Contractor with an additional exhibit in the same form as the Description of Data Processing Exhibit. Any material change to the Description of Data Processing Exhibit that increases the cost of the Work shall be subject to the mutual agreement of the parties.
3. The University shall have sole control over determinations related to (a) the lawfulness of the Data Processing, and (b) the necessity of any privacy notice to and/or solicitation of consent from individuals whose personal data will undergo Data Processing in relation to the Work.

E. NON-DISCLOSURE AND DATA REQUESTS

1. UPD shall not be disclosed by the Contractor (or any Subcontractor) to a third party, unless the University grants permission in writing to the Contractor to disclose, or unless such disclosure is required by applicable law.
2. If the Contractor receives any subpoena, discovery request, court order, or other legal request or order that calls for disclosure of any UPD, then the Contractor shall promptly notify the University unless specifically prohibited by law from doing so. The Contractor's notification shall give the University sufficient time to object to the disclosure, obtain a protective order, or otherwise protect UPD by limiting disclosure. The Contractor shall provide the University with prompt and full assistance in the University's efforts to protect UPD. Any disclosure pursuant to this section shall be limited to the minimum disclosure required by law.
3. The Contractor shall assist the University by implementing technical and organizational measures, to the extent practicable, in order for the University to meet its obligations (as understood by the University) to respond to Data Requests relating to UPD held by the Contractor. The Contractor shall promptly notify the University if the Contractor receives a Data Request, assist the University in the University's response, and respond to the Data Request directly only on the documented instructions of the University or as required by applicable laws to which the Contractor is subject, in which case the Contractor shall, to the extent permitted by applicable laws, inform the University of the Contractor's legal obligations before any response to the Data Request.

1. The Contractor shall conduct all Work and Data Processing in full compliance with any and all applicable statutes, regulations, rules, standards and orders of any official body with jurisdiction over the Contractor or the University. Applicable statutes, regulations, rules, or orders may include, but are not necessarily limited to:
 - a. The Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g; 34 CFR Part 99);
 - b. The Health Insurance Portability and Accountability Act (“HIPAA”), 42 U.S.C. § 300gg and 29 U.S.C § 1181 et seq. and 42 USC 1320d et seq.; and/or the Washington Health Care Information Act, Ch. 70.02 RCW; and
 - c. European Union General Protection Data Regulation (“GDPR”), Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. With respect to Data Processing performed by the Contractor under the Agreement, and for the purposes of GDPR, the University is the Controller and the Contractor is the Processor. The University’s obligations and rights with respect to GDPR are set forth in the Agreement and this PDPA. The Agreement, this PDPA, and any directions contained in notices from the University to the Contractor pursuant to § J.4 together constitute the University’s documented instructions to the Contractor for the purposes of GDPR. The subject matter of the Data Processing with respect to GDPR is the Work, as defined above, in the Agreement, and/or in the Description of Data Processing Exhibit to this PDPA (including any change(s) pursuant to § D.1). Compliance with GDPR includes, without limitation, the following:
 - i. The Contractor shall provide the University with assistance and information required by GDPR, to the extent applicable, as it relates to Data Processing. As contemplated by GDPR, the Contractor’s provision of assistance may relate to data protection impact assessments, prior consultations, demonstration of compliance with Article 28 of GDPR, and audits. The Contractor will also immediately notify the University if, in its opinion, a University instruction infringes GDPR.
 - ii. The Subcontractors that are identified and described by the Contractor in the Description of Data Processing Exhibit of this PDPA are the only Subcontractors permitted to perform Data Processing. Prior to engaging a new Subcontractor for Data Processing, the Contractor shall: (1) notify the University in writing of the intended addition or replacement of the Subcontractor; and (2) give the University the opportunity to object to such change.
2. For Data Processing that involves transfers of UPD from the European Economic Area, Switzerland, or the United Kingdom to a country that does not ensure an adequate level of data protection (including, but not limited to, the United States) within the meaning of the applicable laws of the foregoing territories, the Standard Contractual Clauses (accessible at <https://privacy.uw.edu/files/SCCs.docx>) shall govern such transfers.

G. SAFEGUARDING DATA

1. Taking into consideration the state of the art, costs of implementation and the nature, scope, context and purposes of the Data Processing, the likelihood and potential severity of risks to the rights and freedoms of natural persons, and the risk of Data Breach, the Contractor represents and warrants that it shall implement technical, physical, and administrative security measures appropriate to such risks, which may include, but are not necessarily limited to:
 - a. The de-identification, anonymization, pseudonymization, and encryption of UPD;
 - b. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems, facilities, and services;
 - c. The ability to restore the availability of and access to UPD in a timely manner in the event of a physical or technical incident; and
 - d. A process for regularly testing, assessing, and evaluating the effectiveness of technical, physical, and administrative measures for ensuring the security of the Data Processing.

2. The Contractor’s measures for protecting UPD shall (a) meet or exceed industry best practices for safeguarding personal data,

and (b) be based on the concepts of privacy by design and by default.

H. DATA BREACH RESPONSE

1. The Contractor shall have sufficient capabilities for detecting, identifying, and responding to a Data Breach.
2. If the Contractor has reason to believe that a Data Breach has occurred, then, without undue delay, the Contractor shall notify the University of said Data Breach. Such notification to the University shall include sufficient information to enable the University to meet its obligations under applicable law.
3. In the event of a Data Breach, the Contractor shall cooperate with the University and immediately:
 - a. Investigate and identify the nature of the Data Breach;
 - b. Preserve relevant evidence;
 - c. Contain, remediate, and mitigate the Data Breach; and
 - d. Notify the University of any additional or newly-emerged information beyond the initial Data Breach notification to the University described in § H.2.
4. In the event of a Data Breach caused in whole or part by the Contractor:
 - a. The University may instruct the Contractor, at the Contractor's expense, to provide:
 - i. Notice when required by applicable law, or when a Data Breach could result in harm to individuals and/or risk to the University; and/or
 - ii. Services such as credit monitoring or identity theft protection to individuals when the absence of such services could result in harm to individuals and/or individuals would have a reasonable expectation that such services be provided.
 - b. Alternatively, the University may elect to provide the aforementioned notice and services itself.
5. Notwithstanding the foregoing, unless the Contractor is required by law to provide the aforementioned notice and/or services in a particular manner, the University shall control the time, place, content, and manner of such notice and services.

I. DISPOSITION OF UPD UPON TERMINATION OR FULFILLMENT OF PURPOSE

1. The duration of Data Processing by the Contractor shall be no longer than the expiration or termination of the Agreement or fulfillment of the Purpose with respect to UPD, whichever is earlier.
2. Upon expiration or termination of the Agreement, or fulfillment of the Purpose with respect to UPD, whichever is earlier, the Contractor shall transfer to the University any and all UPD, unless otherwise instructed by the University in writing.

J. GENERAL TERMS

1. SURVIVAL AND ORDER OF PRECEDENCE. This PDPA shall survive the expiration or earlier termination of the Agreement. In the event the provisions of this PDPA conflict with any provision of the Agreement, or the Contractor's warranties, support agreement, or service level agreement, the provisions of this PDPA shall prevail.
2. SEVERABILITY. If any provision of this PDPA is found to be unenforceable, the remainder of the Agreement and this PDPA shall remain in effect.
3. HEADINGS FOR CONVENIENCE ONLY. Any and all subject headings are not substantive and are for convenience only.

4. **NOTICES.** Any notices or communications required or permitted to be given by this PDPA must be (a) given in writing, and (b) personally delivered; mailed by prepaid, certified mail, or overnight courier; or transmitted by electronic mail (including PDF) with receipt acknowledged, to the party to whom such notice or communication is directed, or to the mailing address or regularly monitored electronic email address of such party.

IN WITNESS WHEREOF, this PDPA has been executed as of the date of the last party to sign below (“Effective Date”). If signed in counterparts, then each shall be considered an original thereof.

Contractor

University

: Signature

: Signature

Name and Title Name and Title Date Date

DESCRIPTION OF DATA PROCESSING EXHIBIT

This Description of Data Processing Exhibit to the Personal Data Processing Agreement (the “PDPA”) sets forth certain information

relating to the Data Processing, current as of the date of the last signature below (including in a countersigned version of this Description of Data Processing Exhibit), that the Parties anticipate will be carried out in connection with the Work as defined in the PDPA. This version of this Description of Data Processing Exhibit may be superseded by subsequent versions issued in accordance with Section § D.2 of the PDPA.

1. NATURE AND PURPOSE

Contractor will collect names and email addresses for log-in purposes. The Contractor’s system will also log IP data to be used only for security, compliance and internal analytics.

2. CATEGORIES OF DATA SUBJECTS

The individuals will be members of the GRAIL lab who wish to access the libraries at Storyblocks.

3. TYPES OF PERSONAL DATA

No data will be collected other than identifiers for log-ins.

4. CONTRACTOR CONTACT PERSON

Claire Cantrell
1515 N Courthouse Road, Suite 1000
Arlington, VA 22201
(703)-386-7747

5. UNIVERSITY DEPT/UNIT CONTACT PERSON

UW Purchasing
4300 Roosevelt Way NE
Seattle, WA 98195-4967
206-543-4500

6. SUBCONTRACTORS

NA

University	Contractor
: Signature	: Signature

Name and Title Name and Title Date Date