Data Processing Agreement ("DPA")

1.   Additional Definitions

In addition to the terms defined in the Agreement, in this DPA, the following words have the following meanings:

(a)   Customer Personal Data: all personal data provided to StoryStream for processing by or on behalf of Customer or accessed or generated by StoryStream as Customer's processor under the Agreement;

(b)   Data Protection Legislation: means all national or international laws and regulations relating to the processing of Personal Data and privacy, in each case as amended, replaced or updated from time to time, to the extent applicable to the activities of each party, including without limitation: (a) the EU General Data Protection Regulation (2016/679) ("GDPR"); (b) national laws implementing, adapting, supplementing, or substituting the GDPR including without limitation the UK GDPR and the Data Protection Act 2018; (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (d) the California Consumer Privacy Act of 2018, Civil Code Sections 1798.100 et seq. ("CCPA");

(c)   Personal Data Breach: a breach of StoryStream's security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data;

(d)   Sub-processor: any third party that processes Customer Personal Data on behalf of StoryStream.

2.   Roles of the parties

2.1   Where StoryStream processes Customer Personal Data in the course of providing the Services, the parties agree that for the purposes of the Data Protection Legislation Customer shall be the data controller and StoryStream shall be the data processor.

2.2   Each party shall comply with the Data Protection Legislation in carrying out its obligations under the Agreement and providing and using the Platform and Services.

2.3   Customer warrants that at all times it will have all required consents or other valid legal basis and all other rights required for the processing of Customer Personal Data within the Platform and its provision to StoryStream for such purposes.

3.   Processing Activities

The scope, nature, and purpose of processing of Customer Personal Data foreseen by the parties are as set out in the Agreement and in Schedule 1 to this DPA (which may be updated by the parties in writing from time to time).

4.   Customer's Instructions

4.1   Customer instructs StoryStream to process Customer Personal Data as required for the provision of the Services and in accordance with the terms of the Agreement, unless:

(a)   StoryStream is required to process Customer Personal Data for another purpose under any law to which StoryStream is subject; or

(b)   In StoryStream's opinion, any Customer instructions infringe or may infringe Data Protection Legislation.

4.2   In case of any issue falling under Section 4.1, StoryStream shall notify Customer as soon as reasonably practicable (unless applicable law prohibits this), including a description of the nature of the issue.

5.   StoryStream's General Obligations

5.1   StoryStream, as processor of Customer Personal Data, shall:

(a) keep Customer Personal Data confidential and process it only as required for the provision of the Services and in accordance with the terms of the Agreement and Customer's instructions;

(b) ensure that StoryStream's employees, staff, workers and agents processing Customer Personal Data are subject to appropriate confidentiality obligations;

(c) promptly pass any requests, complaints or any other communications relating to the processing of Customer Personal Data received directly from data subjects on to Customer;

(d) provide appropriate technical and organisational measures and other reasonable assistance to support Customer in responding to requests for exercise of their rights by data subjects;

(e) provide reasonable assistance to Customer in connection with Customer's obligations under Data Protection Legislation including in relation to security of processing, notification of a Personal Data Breach to a supervisory authority or to affected data subjects, data protection impact assessments, and prior consultations required to be made to supervisory authorities; and

(f) enable Customer, at Customer's option, to delete or download Customer Personal Data during the Term or upon termination of the provision of the Services. Where data is deleted, StoryStream shall delete all copies, unless applicable law requires storage of Customer Personal Data. StoryStream shall also delete back-up or archive copies as soon as practicable.

5.2 In relation to any Customer Personal Data that is subject to the CCPA, StoryStream shall not:

(a) "sell" (as defined by the CCPA) such Customer Personal Data;

(b) retain, use, or disclose such Customer Personal Data: (i) for any purpose (including a "commercial purpose" as defined by the CCPA) other than other than for the specific purpose of performing for Customer the Services under the Agreement; or (ii) outside of the direct business relationship between StoryStream and Customer.

5.3 StoryStream certifies that it understands the restrictions set out in Section 5.2 and shall comply with them.

6. Data Security

6.1 StoryStream shall have and maintain in place security measures appropriate to the nature of the Customer Personal Data to prevent Personal Data Breaches, including as referred to in Schedule 1.

6.2 In the event of a Personal Data Breach, StoryStream shall notify Customer without undue delay (and in any event within forty-eight hours) after discovering the Personal Data Breach, with the known information regarding the Personal Data Breach. StoryStream will take steps to contain and prevent recurrence of the Personal Data Breach, and the parties will agree on any other reasonable further steps.

7. Sub-processors

7.1 Customer specifically authorises StoryStream to engage the Sub-processors listed in Schedule 1 (Part B).

7.2 StoryStream shall inform Customer of any intended addition or replacement of any Sub-processors. Customer shall have the right to object to any such changes on reasonable grounds. Customer must notify StoryStream of such objection in writing within five business days of being informed of the change, in which case the parties shall agree reasonable steps to resolve Customer's objections.

7.3 StoryStream shall ensure that the arrangement between StoryStream and each Sub-processor is governed by a written contract including data protection obligations reasonably equivalent to those in this DPA and as required by Data Protection Legislation.

8.   Transfers outside of the UK or EEA

If StoryStream intends to transfer Customer Personal Data to a third party not located in the UK or EEA, then StoryStream will inform Customer and the parties will discuss and agree any appropriate safeguards required in order to permit such transfers to take place.

9.   Information and Audits

9.1   StoryStream shall upon reasonable request provide the Customer with information demonstrating compliance with StoryStream's obligations under Data Protection Legislation.

9.2   StoryStream shall notify the Customer without undue delay if StoryStream receives any communication from a supervisory authority regarding the processing of Customer Personal Data (except where prohibited by law from disclosing the request to Customer).

9.3   StoryStream shall cooperate with audits conducted by the Customer or by an auditor appointed by the Customer (that is subject to reasonable obligations of confidentiality in relation to StoryStream confidential information) in order to verify StoryStream's compliance with the provisions of this DPA, or as requested by a supervisory authority.

9.4   Audits instigated by Customer may be carried out not more than once during each 12 month period of the Term, on not less than 10 business days' prior notice, during StoryStream's normal business hours, and without disruption to StoryStream's business.

10.   Indemnity & liability

10.1   StoryStream will not be liable for any damage caused by Customer's instructions or Customer's processing of Customer Personal Data.

10.2   Customer shall indemnify and hold harmless StoryStream at all times against all claims, demands, costs, damages, expenses, losses, fines, monetary penalties and liabilities incurred by StoryStream arising out of or in connection with any breach by Customer of Section 2.3 of this DPA.

SCHEDULE 1 – DATA PROCESSING DETAILS

PART A	
Duration of the processing	The Term of the Agreement and for any further time as the parties shall agree in writing
Subject matter, nature, and purpose of the processing	The StoryStream Platform is used by Customer to view Social Media handles and content that has been posted on public social media networks and tagged or mentioned Customer's handle or hashtag. Using the Platform's rights request capability, the end user (data subjects) will be sent a message requesting the rights for Customer to use this content on their marketing channels, governed by Customer's social media sharing terms and conditions. Where such rights have been granted by the end user, StoryStream will store copies of the content and social media handle in the Platform as instructed by the Customer. If an end user uploads content directly to a StoryStream form embedded in Customer website, they may also include their name and email address.
Type(s) of personal data	Social Media Handle Email address Name Images, videos and/or other content as submitted by end users
Categories of data subjects	Customers of Customer Influencers / Ambassadors
Security measures	StoryStream is ISO 27001 certified and as such follows best practice around Encryption, Pseudonymisation, Back up, Disaster Recovery, Regular Security Testing and Stability and Uptime. Copies of StoryStream's certification and policies for each section are available on request
PART B	
Authorised Sub-processors	StoryStream uses infrastructure hosted in an AWS data centre in ROI.