



Supplier Terms

These Supplier Terms supplements and forms a part of the Contract (collectively, the “Agreement”).

1. Definitions

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Authorized User**” has the same meaning as “Buyer Users” as defined under the Contract.

“**Avatars**” mean digital representations of humans that can be prompted to read scripts and act out scenes through the Services. “Avatars” include both those created for, and made generally available to customers of a particular Services plan (“**Stock Avatars**”) and those created specifically for, and at the direction of Customer (“**Custom Avatars**”).

“**Beta Services**” means Services, features or functionality that Synthesia may make available to Customer to try, at its option, and which may be designated by Synthesia as a beta, pilot, limited release, developer preview, non production, evaluation, or by a similar description.

“**Customer**” means the “Buyer” as defined under the Contract.

“**Customer Data**” means (a) any content or information submitted by Authorized Users to the Services, such as text and scripts used to prompt Avatars to speak and perform, and image and audio files uploaded to the Services; and (b) any videos created by Authorized Users using the Services. All references to “Customer Data” will include (to the extent applicable) Buyer Content and/or Government Data. For clarity, “Customer Data” excludes the Services, Synthesia Content, Non-Synthesia Products and Usage Information.

“**Documentation**” means Synthesia’s online user guides, and policies, as updated from time to time, accessible via <https://help.synthesia.io/en/> or such successor site.

“**Non-Synthesia Products**” mean content or applications and software products that interoperate with the Services and are provided by a third-party or Customer, and not Synthesia.

“**Security Practices**” means the protections described at <https://www.synthesia.io/legal/security-practices>.

“**Services**” mean Synthesia’s video platform, including associated tools, functionality and artificial intelligence components, made available at www.synthesia.io and its subdomains and ordered under an Order Form, as more fully described in the Documentation. “Services” excludes Non-Synthesia Products. For clarity, Services are “Supplier Existing IPR” as defined in the Contract.

“**Synthesia Content**” means content that Synthesia makes generally available to customers through the Services, for example, Stock Avatars, video and presentation templates and stock music, audio and images. Synthesia Content excludes Non-Synthesia Products. For clarity, Synthesia Content is “Supplier Existing IPR” as defined in the Contract.

2. Synthesia Responsibilities

2.1. Provision of Services. Synthesia will (a) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime of which, if exceeding five continuous minutes, Synthesia gives at least 48 hours’ notice via the Services, and (b) not use or process Customer Data for any purpose without Customer’s prior written instructions; provided, however, that “prior written instructions” will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Agreement.

2.2. Performance and Features. Synthesia warrants that (a) the Services will perform materially in accordance with the applicable Documentation and (b) Synthesia will not materially decrease the functionality of the Services during a subscription term.

- 2.3. Protection of Customer Data.** Synthesia will maintain administrative, physical, and technical safeguards for the security, confidentiality and integrity of Customer Data at a level not materially less protective than as described in the Security Practices. Customer acknowledges that the Security Practices satisfy and serve as the Security Requirements of the Contract, and any reference to a Security Schedule (including Call Off Schedule 9) are addressed and satisfied through the incorporation of the Security Practices. The terms of the data processing addendum at attached hereto as Exhibit A (“**DPA**”) are hereby incorporated by reference.
- 2.4. Further Artificial Intelligence Assurances.** Synthesia will in good faith and all material regards, implement into its practices, and design into its products, the principles described in its [AI Governance Practices Page](#), as updated from time-to-time (the “**AI Principles**”). These AI Principles will include policies and practices designed to protect the trust, safety and integrity of the Services (“**AI Safeguards**”).
- 2.5. Generative Artificial Intelligence.** In the event Customer uses the Generative Creative Features within the Service, then Exhibit B (“**Generative AI Addendum**”) will apply. “**Generative Creative Features**” means a feature or Service where Customer provides or submits text, images, or videos (“**Input**”) to a Generative Creative Model to generate an image, avatar, text, video, audio, or other content (“**Output**”). For the avoidance of doubt, Input and Output are Customer Data.

3. Access and Use of the Services

- 3.1. Account Creation and Subscriptions.** Customer may identify administrators for its account and invite and permission Authorized Users. Unless otherwise specified in an applicable Order Form, (a) Services are purchased as Authorized User subscriptions, and (b) additional Authorized User subscriptions may be added via the Services interface or by Order Form during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional Authorized User subscriptions are added.
- 3.2. Usage Limits.** Authorized User subscriptions cannot be shared or used by more than one Authorized User nor may Customer circumvent or bypass any fees that are charged on a per-Authorized User basis, as described in the applicable Order Form. Customer is responsible for maintaining the confidentiality of its logins, passwords and accounts and for all activities that occur under its accounts. Customer may refer to the Documentation for additional information on Synthesia’s policies, storage limitations, and such other notices Synthesia publishes in connection with the Services from time-to-time.
- 3.3. Customer Responsibilities.** Customer will (a) be responsible for Authorized Users’ compliance with this Agreement, including the Acceptable Use Policy, available at <https://www.synthesia.io/legal/acceptable-use-policy>, as updated from time-to-time, with a current copy as of the Effective Date attached hereto as Exhibit F (the “**Acceptable Use Policy**”); (b) be responsible for the accuracy, appropriateness and legality of Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to, and use of, the Services and Synthesia Content, and notify Synthesia promptly of any such unauthorized access or use; and (d) use the Services and Synthesia Content only in accordance with applicable laws and government regulations.
- 3.4. Usage Restrictions.** Customer may not (a) make the Services available to anyone other than Authorized Users; (b) upload, post, transmit, or otherwise make available any content that (i) is unlawful, tortious, misleading or deceptive, (ii) Customer does not have a right to make available under any applicable law or under contractual or fiduciary relationships, misappropriates the name, likeness or voice of an individual, or infringes any patent, trademark, trade secret, copyright or other proprietary rights; (c) sublicense, resell, time share or similarly exploit the Services; (d) upload, post, transmit, or otherwise make available any content or information designed to interrupt, interfere with, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (e) reverse engineer, modify, adapt, or hack the Services, or otherwise attempt to gain unauthorized access to the Services, Synthesia Content or its related systems or networks; or (f) access the Services or the Documentation to build a competitive product or service.
- 3.5. Removal Requests.** If Synthesia reasonably believes that it is required to remove any Customer Data, Custom

Avatar or Non-Synthesia Products, or portion thereof which includes Synthesia Content, or receives information that use of the foregoing violates applicable law, the terms hereunder or rights of a third-party, Customer will promptly remove such content from the Services and any sites where such content has been distributed or posted, upon written notice from Synthesia (via email to Customer's administrator will suffice). Synthesia may instead remove such content if Customer does not take the required action in accordance with the above, including removing the applicable Customer Data, Custom Avatar, Synthesia Content, or disabling the applicable Non-Synthesia Product.

- 3.6. Beta Services.** From time-to-time during the term of an applicable Order Form, Synthesia may make Beta Services available to Customer at no charge. Customer may try such Beta Services, subject to the additional terms and conditions made available by Synthesia.

4. Custom Avatars and Non-Synthesia Products

- 4.1. Creation and Use of Custom Avatars.** If Customer requests that Synthesia create a Custom Avatar based on an individual and the individual consents to be the subject matter of that Custom Avatar, Customer will need to submit video and/or voice samples (collectively, "**Samples**") so that Synthesia can fine tune its models and generate accurate representations of that individual. Custom Avatars will only be accessible by Authorized Users permitted in the applicable workspaces of the Services.
- 4.2. Use of Non-Synthesia Products.** Third parties may from time-to-time make available to Customer Non-Synthesia Products. Any acquisition and use by Customer or its Authorized Users of such Non-Synthesia Products is solely the responsibility of Customer and the applicable provider. Synthesia does not warrant or offer support for Non-Synthesia Products.
- 4.3. Non-Synthesia Products and Customer Data.** If Customer connects, installs or enables Non-Synthesia Products for use with the Services, Customer acknowledges that providers of those Non-Synthesia Products may have access to Customer Data in connection with the interoperation and support of such Non-Synthesia Products with the Services. To the extent Customer authorizes the access or transmission of Customer Data through a Non-Synthesia Product, Synthesia will not be responsible for any use, disclosure, modification or deletion of such Customer Data.

5. Payment, Credits, and Future Functionality.

- 5.1. Fees and Payment.** Except as expressly set forth in the Contract, payment obligations for Services are non-cancelable and fees paid are non-refundable. In the event Customer terminates the Contract without reason, then Customer must promptly submit payment for any Services covering the remainder of the term of the applicable Order Form.
- 5.2. Credits.** Any credits accrued during the term of an Order Form, will expire upon expiration, non-renewal, or termination of the applicable Order Form. For clarity, credits have no currency, exchange or refund value.
- 5.3. Avatar Availability and Future Functionality.** Customer agrees that its purchases hereunder are neither contingent on the availability of any specific Stock Avatars (which is subject to change), the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Synthesia regarding future functionality or features.

6. IPR Rights

- 6.1. Reservation of Rights.** Synthesia reserves all rights, title and interest in and to the Services and Synthesia Content, and all components made available therewith (whether or not incorporated by Customer for use with any Customer Data), including all related intellectual property rights; Customer otherwise reserves all rights, title and interest in and to Customer Data, including all related intellectual property rights.
- 6.2. Access to Synthesia Content.** Synthesia grants to Customer a non-sublicensable, non-exclusive, limited term

license to access and use the Synthesia Content made available by Synthesia through the Services during the term of an applicable subscription, and after the term to the extent it has been incorporated in videos generated using the Services during the term, subject to Customer's continued compliance with Sections 3.3 and 3.4.

- 6.3. Limited License to Customer Data, Custom Avatars and Non-Synthesia Products.** Customer grants Synthesia and its Affiliates a worldwide, non-exclusive, limited term license to access, use, copy, distribute, perform and display Customer Data (including Samples), Custom Avatars, and Non-Synthesia Products, and provide necessary access to third party service providers acting on its behalf, such as Amazon Web Services, only (a) to provide, maintain, and update the Services, including the AI Safeguards; (b) to prevent or address service or technical problems or at Customer's request in connection with customer support matters; or (c) as compelled by law in accordance with the "Confidentiality: Compelled Access or Disclosure" section below or as expressly permitted in writing by Customer.
- 6.4. Feedback.** If Customer or any Authorized User provides Synthesia any feedback or suggestions regarding the Services or Beta Services (each, "**Feedback**"), then Customer grants Synthesia an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such Feedback for any purpose without any obligation or compensation to Customer or any Authorized User.
- 6.5. Usage Information.** Customer understands that it is purchasing Services that are intended to improve, and which have been designed to improve, with greater use and interaction. Subject to the restrictions below in Section 6.6, when an Authorized User uses or interacts with the features and functionality of the Services, Synthesia may generate, collect and analyze data and information relating to such use and interaction, and to the performance and quality of the Services resulting therefrom (collectively, "**Usage Information**") for the purposes of improving the Services. Because the Services are made available through a shared multi-tenant platform, these improvements generally benefit all customers.
- 6.6. Restrictions on Improvements.** Notwithstanding Section 6.5, in no event will any generation, collection or use of Usage Information, or any improvement therefrom, result in:
- 6.6.1.** the identification of Customer or any Authorized Users to third parties (e.g., other customers);
 - 6.6.2.** the unauthorized disclosure of Customer Data or Custom Avatars;
 - 6.6.3.** the access or use of Customer Data beyond Customer's prior written instructions (and also beyond an individual's consent where their voice or likeness is being used to create a Custom Avatar);
 - 6.6.4.** the improvement or fine tuning of any artificial intelligence components unless integrated with the Services being used by Customer; or
 - 6.6.5.** the creation or development of any artificial intelligence models that may be provisioned independent of the Services.

7. Term and Termination

- 7.1. Portability and Deletion.** During the Term, Customer may retrieve Customer Data by exporting it via the Services; provided, that Customer acknowledges and agrees that such ability to export may be limited by the applicable Services plan in effect, Customer's particular configuration of the Services, and the data retention settings enabled by Customer. Following the Term, Synthesia shall have no obligation to maintain, support or provide any Customer Data or Custom Avatars, and upon Customer's deletion of its account, Synthesia shall, unless legally prohibited, securely delete all Customer Data and Custom Avatars in its systems or otherwise in its possession or under its control in accordance with the practices set forth in its Security Practices.
- 7.2. Surviving Provisions.** The sections titled "Customer Responsibilities," "**Payment, Credits, and Future Functionality**," "IPR Rights," "Warranty Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Portability and Deletion," "Surviving Provisions" and "General Provisions" shall survive any termination or

expiration of this Agreement.

8. Warranty Disclaimers

- 8.1. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SYNTHESIA CONTENT, SERVICES AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND SYNTHESIA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT SYNTHESIA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) THE BETA SERVICES ARE PROVIDED “AS-IS” WITH RESPECT TO ITS PERFORMANCE, SPEED, FUNCTIONALITY, SUPPORT, AND AVAILABILITY, AND (II) NO GOODS OR SPECIFIC, IDENTIFIABLE OUTPUT WILL BE PROVIDED UNDER THE AGREEMENT.

9. LIMITATION OF LIABILITY

- 9.1. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT (INCLUDING, BUT NOT LIMITED TO, SECTION 14 OF THE FRAMEWORK CONTRACT), NEITHER PARTY’S AGGREGATE LIABILITY WILL EXCEED THE TOTAL AMOUNT PAID OR PAYABLE (I.E. THE ESTIMATED YEARLY CHARGES) BY CUSTOMER HEREUNDER IN THE CONTRACT YEAR PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY. THE FOREGOING SHALL NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE.
- 9.2. Uncapped Liability.** THE LIABILITY CAP IN SECTION 9.1 (“LIMITATION OF LIABILITY”) ABOVE WILL NOT APPLY TO DAMAGES ARISING FROM SYNTHESIA’S BREACH OF THE CONFIDENTIALITY OBLIGATIONS OF THIS AGREEMENT UNDER SECTION 11 (“CONFIDENTIALITY”), WHICH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION (SPECIFICALLY EXCLUDING CONFIDENTIAL INFORMATION THAT CONSTITUTES CUSTOMER DATA), IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY).
- 9.3. Supercapped Liability.** THE LIABILITY CAP IN SECTION 9.1 WILL NOT APPLY TO DAMAGES ARISING FROM SYNTHESIA’S BREACH OF THE SECURITY CONTROLS SET FORTH IN THE SECURITY PRACTICES PAGE, WHICH RESULT IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA; PROVIDED, HOWEVER, THAT SYNTHESIA’S AGGREGATE LIABILITY ARISING FROM SUCH BREACH WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID OR PAYABLE (I.E. THE ESTIMATED YEARLY CHARGES) BY CUSTOMER HEREUNDER IN THE CONTRACT YEAR PRECEDING THE LAST EVENT GIVING RISE TO LIABILITY.
- 9.4. Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- 9.5. Scope of Limitation.** The limitations hereunder apply with respect to all legal theories, whether in contract, tort or otherwise. The provisions of this ‘Limitation of Liability’ section allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

10. Mutual Indemnification

- 10.1. Customer Indemnification.** Customer shall defend Synthesia and its Affiliates, and its and their respective officers, directors, employees and contractors, from and against a suit or proceeding by a third party alleging (a)

that Customer Data, or the use thereof, infringes or misappropriates the intellectual property rights of a third party, or (b) Customer's use of the Services or Avatars violates the Acceptable Use Policy (each, a "**Claim Against Synthesia**"), and shall indemnify Synthesia for any damages, attorney fees and costs finally awarded against Synthesia as a result of, or for any amounts paid by Synthesia under a court-approved settlement of, a Claim Against Synthesia; provided, however, that Customer shall have no liability (y) under Section 10.1(a) to the extent a Claim Against Synthesia arises from Synthesia Content; or (z) under Section 10.1(b) to the extent a Claim Against Synthesia arises from Synthesia's breach of this Agreement.

- 10.2. Synthesia Indemnification.** In accordance with the Contract, Synthesia shall defend Customer against any third party IPR Claim (each, a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided, however, that Synthesia shall have no liability under this Section 10.2 to the extent a Claim Against Customer arises from (x) Customer Data, Custom Avatars, or Non-Synthesia Products; (y) Customer's negligence, misconduct, or breach of this Agreement, including Acceptable Use Policy; or (z) the use of any Synthesia Content other than the most current version or release made available by Synthesia.
- 10.3. Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

11. General Provisions

- 11.1. No Third-Party Beneficiaries.** Except as set forth in the Contract, there are no third-party beneficiaries to this Agreement.
- 11.2. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 11.3. Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning Customer's purchase and use of the Services and the Synthesia Content. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Supplier Terms and the Contract, including any Call of Schedule, exhibit, addendum, or Order Form, the conflict will be resolved in the following order of precedence: the Contract, these Supplier Terms, and the terms set forth in the Order Form (including any attached or referenced Call Off Schedules), Notwithstanding any language to the contrary therein, no terms or conditions stated in or accepted by Synthesia during a vendor onboarding process or web portal, a Customer purchase order, or any other Customer order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Exhibit A – DPA

Exhibit B – Generative AI Addendum

EXHIBIT A
DATA PROCESSING ADDENDUM

Synthesia and Customer may each be referred to as a “**Party**” and together the “**Parties**” under this Data Processing Addendum (“**DPA**”). This DPA is supplemental to, and forms part of, the Agreement. This DPA will become legally binding upon execution of the Agreement (the “**DPA Effective Date**”).

1. Definitions

1.1 In this DPA, the following terms have the following meanings:

“**Controller**” means the entity which determines the purposes and means of the Processing of Relevant Personal Data.

“**Customer Affiliate**” means any of the Customer's Affiliate(s) that (a) (i) are subject to Data Protection Laws and (ii) permitted to use the Services pursuant to the Agreement between the Customer and Synthesia, and have signed their own Order Form, (b) if and to the extent Synthesia processes Relevant Personal Data for which such Customer Affiliate(s) qualify as the Controller.

“**Data Protection Laws**” shall have the same meaning as “Data Protection Legislation,” as defined under the Contract.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Data Subject Request**” means any request from a Data Subject to exercise the rights afforded to the Data Subject under Data Protection Laws in respect of Relevant Personal Data.

“**Instructions**” means any (i) Processing in accordance with the Agreement and this DPA; (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email or support ticket) where such instructions are consistent with the terms of the Agreement.

“**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, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity that Processes Personal Data on behalf of the Controller.

“**Relevant Personal Data**” means any Personal Data that is comprised in Customer Data.

“**Regulator Correspondence**” means any correspondence or communication received from a Supervisory Authority or other regulatory authority relating to Relevant Personal Data.

“**Security Incident**” means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Relevant Personal Data.

“**Sub-processor**” means any entity engaged by Synthesia to Process Relevant Personal Data in connection with the Services.

“**Supervisory Authority**” means an independent public authority tasked with the regulation and enforcement of Data Protection Laws.

“**Supplier Register of Subprocessors**” means the list of Sub-processors available at accessible via <https://www.synthesia.io/terms/list-of-subprocessors>.

“**Third Party Request**” means a written request from any third party for the disclosure of Relevant Personal Data, where compliance with such a request is required or purported to be required by applicable law or regulation.

1.2 Capitalised terms, or any other terms, used in this DPA that are not defined in this clause 1 (Definitions) shall have the meaning ascribed to them elsewhere in this DPA and/or the Agreement or in Data Protection Laws unless otherwise specified.

2. PROCESSING OF RELEVANT PERSONAL DATA

2.1 **Customer Obligations.** Customer shall, in its use of the Services and provision of the Instructions, Process Relevant Personal Data in accordance with the requirements of Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Relevant Personal Data and the means by which Customer acquired such Relevant Personal Data.

2.2 **Synthesia's Processing of Relevant Personal Data.** As Customer's Processor, Synthesia shall only Process Relevant Personal Data in accordance with Customer's Instructions which include the Agreement and this DPA.

2.3 Synthesia shall immediately inform Customer if, in Synthesia's opinion, Customer's Instructions infringe Data Protection Laws.

2.4 Synthesia shall ensure that all Synthesia personnel (including employees, agents, contractors and subcontractors) who Synthesia authorises to Process any Relevant Personal Data have entered into appropriate confidentiality obligations.

2.5 **Details of the Processing.** The Parties acknowledge and agree that Schedule 1 (Description of Processing Activities) to this DPA is an accurate description of the Processing carried out under this DPA.

3. SUB-PROCESSORS

3.1 **Appointment of Sub-processors.** Customer acknowledges and agrees that Synthesia may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Relevant Personal Data, Synthesia will enter into a written agreement with each Sub-processor containing data protection obligations that provide at least the same level of protection for Relevant Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Where the Sub-processor is located in a jurisdiction that does not provide the same level of data protection as the GDPR, UK GDPR or FADP (as applicable), the transfer may only take place where the Sub-processor ensures appropriate safeguards (such as those pursuant to Articles 46 or 47 UK GDPR) are in place with respect to the transfer in question. As of the DPA Effective Date, Synthesia warrants and Customer acknowledges that Synthesia relies upon the EU SCCs (defined in the Contract) together with the Addendum (defined in the Contract) as the data transfer mechanism(s) required to comply with such transfers. Customer agrees that Synthesia may appoint Sub-processors in accordance with clause 3.2 below.

3.2 List of Current Sub-processors and Notification of New Sub-processors. A current list of Sub-processors for the Services, including the identities of those Sub-processors and their country of location, as updated from time-to-time, is available via the Supplier Register of Subprocessors. Customer hereby consents to these Sub-processors, their locations and Processing activities as it pertains to Relevant Personal Data. The list of Sub-processors contains a mechanism to subscribe to notifications of new Sub-processors, and if Customer subscribes, Synthesia shall provide notification of new Sub-processor(s) before authorising such new Sub-processor(s) to Process Relevant Personal Data in connection with the provision of the applicable Services. In the event Customer elects not to subscribe, then updating of website hosting the Supplier Register of Subprocessors by Synthesia will be deemed written notice. Where Customer fails to object to such updates within 30 days of the update, Customer will be deemed to have provided written consented to the new Sub-processor.

3.3 Objection Right for New Sub-processors. Customer may reasonably object to Synthesia's use of a new Sub-processor) by notifying Synthesia promptly in writing within thirty (30) days after the notice of the change of Sub-processors is sent. Such notice shall explain the reasonable grounds for the objection. In the event Customer objects to a new Sub-processor, Synthesia will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Relevant Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If Synthesia is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by Synthesia without the use of the objected-to new Sub-processor by providing written notice to Synthesia. Synthesia will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

3.4 Liability. Synthesia shall be liable for the acts and omissions of its Sub-processors to the same extent Synthesia would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

4. REQUESTS FOR RELEVANT PERSONAL DATA

4.1 Data Subject Requests. Synthesia shall, to the extent legally permitted, promptly notify Customer if Synthesia receives a Data Subject Request. Taking into account the nature of the Processing, Synthesia shall assist Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request as required by Data Protection Laws.

4.2 Regulator Correspondence. Synthesia shall promptly notify Customer on receipt of any Regulator Correspondence or Third Party Request, unless Synthesia is prohibited from so notifying Customer by applicable law. Synthesia will not disclose any Relevant Personal Data in response to such Regulator Correspondence or Third Party Request without first consulting with, and obtaining, Customer's prior written authorisation, unless legally compelled to do so.

5. SECURITY

5.1 **Security Measures.** Synthesia shall maintain appropriate technical and organisational measures for the protection of the security, confidentiality, and integrity of Relevant Personal Data (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Relevant Personal Data), as specified its Security Practices. Synthesia regularly monitors compliance with these measures.

5.2 **Security Incidents.** Synthesia shall notify Customer without undue delay of any Security Incident. Any such notification by Synthesia to Customer of a Security Incident shall contain the following information, but only to the extent that Synthesia has details of same: (i) a description of the nature of the Security Incident (including, where possible, the categories and approximate number of Data Subjects and data records concerned); (ii) the details of a contact point where more information concerning the Security Incident can be obtained; and (iii) its likely consequences and the measures taken or proposed to be taken to address the Security Incident, including to mitigate its possible adverse effects. Customer agrees that Synthesia may provide the foregoing information in phases. Synthesia shall provide commercially reasonable cooperation and assistance in identifying the cause of such Security Incident and shall take commercially reasonable steps to remediate the cause to the extent the remediation is within Synthesia's control. Except as required by Data Protection Laws, the obligations herein shall not apply to incidents that are caused by Customer.

6. RECORD-KEEPING

6.1 **Third-Party Certifications and Audits.** Synthesia has obtained the third-party certifications and audits set forth in the Security Practices. Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, Synthesia shall make available to Customer (or Customer's independent, third-party auditor) information necessary to demonstrate compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits set forth in the Security Practices. Synthesia shall also permit and contribute to audits of the processing activities covered by this DPA, at reasonable intervals or: (a) if there are indications, in Customer's reasonable opinion, of non-compliance with this DPA; (b) where requested by a Supervisory Authority. To this end, Customer may contact Synthesia in accordance with notice provisions in the Agreement to request an on-site audit of Synthesia's procedures relevant to the protection of Relevant Personal Data, but only to the extent required under Data Protection Laws. Before the commencement of any such on-site audit, Customer and Synthesia shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Customer shall be responsible. Customer shall reimburse Synthesia for any time expended for any such on-site audit at Synthesia then-current rates, which shall be made available to Customer upon request. All reimbursement rates shall be reasonable, taking into account the resources expended by Synthesia. Customer shall promptly notify Synthesia with information regarding any non-compliance discovered during the course of an audit, and Synthesia shall use commercially reasonable efforts to address any confirmed non-compliance.

6.2 Information and audit rights of the Customer only arise under section 6.1 to the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Laws.

6.3 Data Protection Impact Assessment. Where applicable, in accordance with Section 3 of Joint Schedule 10, and upon Customer's request, Synthesia shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Synthesia. Synthesia shall provide reasonable assistance to Customer in cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

7. GENERAL

7.1 Relationship with the Agreement. Subject to clause 7.3, if there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent that conflict relates to the Processing of Personal Data.

7.2 Return and Deletion of Relevant Personal Data. Upon termination of the Services for which Synthesia is Processing Relevant Personal Data, Synthesia shall, after ninety (90) days, subject to the limitations described in the Agreement, and the Security Practices, securely destroy all Relevant Personal Data, unless Customer has notified Synthesia before the expiration of the foregoing 90-day period that it requests the return to Customer of such Relevant Personal Data. Synthesia shall demonstrate to the satisfaction of Customer that it has taken such measures, upon written request of the Customer, unless applicable law prevents it from returning or destroying all or part of such Relevant Personal Data.

7.3 Liability. Each Party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and Synthesia, whether in contract, tort or under any other theory of liability, is subject to the limitations and exclusions set out in the Agreement, and any reference to the liability of a Party means the aggregate liability of that Party and all of its Affiliates under the Agreement and all DPAs together. For the avoidance of doubt, Synthesia and its Affiliates' total liability for all claims from Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

7.4 Updates to DPA. In the event of changes to Data Protection Laws, including, but not limited to, the amendment, revision or introduction of new laws, regulations, or other legally binding requirements to which either Party is subject, the Parties agree to revisit the terms of this DPA, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any schedules.

7.5 Any matter that is not regulated by this DPA shall be governed by the Agreement or other subsequent contract concluded or exchanged between the parties to this DPA. If any part of this DPA is found to be invalid, illegal, or unenforceable in any respect, it will not affect the validity or enforceability of the remainder of the DPA. Any failure to exercise or enforce any right or the provision of this DPA shall not constitute a waiver of such right or provision.

SCHEDULE 1

DESCRIPTION OF PROCESSING ACTIVITIES

Data subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

- Authorised Users;
- employees of Customer;
- consultants of Customer;
- contractors / sub-contractors of Customer;
- agents of Customer.

Categories of data

The Personal Data transferred concerns the following categories of data:

Any Personal Data comprised in Customer Data. This may include, for example:

- images,
- video recordings,
- voice recordings,
- other Personal Data included in the Customer Data.

Special categories of data

Synthesia will not process special categories of Personal Data as defined in Article 9 GDPR.

Processing operations

The Personal Data transferred will be processed in accordance with this DPA, the Agreement and any Order Form and may be subject to the following processing activities:

Collection of Relevant Personal Data on behalf of Customer through the Services from Customer's personnel or other data subjects.

- Development of the content requested by the Customer using Customer Data (which may include Relevant Personal Data) provided for that purpose.
- storage and other processing necessary to provide, maintain, and update the Services provided to Customer;
- to provide customer and technical support to Customer; and
- disclosures in accordance with the Agreement, as compelled by law.

Duration of the Processing

The Relevant Personal Data Processed by Synthesia will be retained for the duration of the Processing by Synthesia in the context of the provision of Services under the Agreement, and thereafter in order to comply with applicable law, including Data Protection Laws.

DPO Contact Information:

The contact details of the Synthesia's Data Protection Officer are: DPO@Synthesia.io

EXHIBIT B

GENERATIVE AI ADDENDUM

This Generative AI Addendum (“**AI Addendum**”) applies to the Generative Creative Model (if applicable) features of the Services and forms part of the Supplier Terms (in either case, the “**Agreement**”).

1. Definitions

1.1 In this AI Addendum, the following terms have the following meanings:

“**Generative Creative Features**” means a feature or Service where Customer provides or submits text, images, or videos (“**Input**”) to a Generative Creative Model to generate an image, avatar, text, video, audio, or other content (“**Output**”). For the avoidance of doubt, Input and Output are Customer Data.

“**Generative Creative Model**” means a generative machine learning or artificial intelligence model that generates or creates Output from Input submitted by the Customer.

“**Non-Synthesia Creative Models**” means a Generative Creative Model that interoperates with Generative Creative Features, that is provided by a third-party or Customer and is not a Synthesia Creative Model. Non-Synthesia Models are Non-Synthesia Products.

“**Synthesia Creative Models**” means a Generative Creative Model that Synthesia makes generally available to customers through use of the Generative Creative Features. Synthesia Creative Models are Synthesia Content.

1.2 Capitalised terms, or any other terms, used in this AI Addendum that are not defined in this clause 1 (“**Definitions**”) shall have the meaning ascribed to them elsewhere in this AI Addendum and/or the Agreement unless otherwise specified.

1.3 **Input.** Customer acknowledges and agrees that it is solely responsible for Input submitted to Generative Creative Features. Customer shall not submit any Input that (a) violates, or would produce Output that would violate, the intellectual property rights of a third party, including trademarks, copyrights, or likeness, or (b) violates Applicable Law or the Agreement, including the Acceptable Use Policy or Content Moderation guidelines.

1.4 **Generative Creative Models.** Synthesia does not represent or warrant that: (a) the Synthesia Generative Models or the Output do not incorporate or reflect third-party content or materials, or (b) the Output will be accurate, complete, or current.

1.5 **Output.** To the extent necessary, Synthesia assigns to Customer all right, title, and interest in and to the Output. To the extent a third party provider incorporated into the Synthesia Creative Models requires ownership restrictions, Synthesia shall take reasonable steps to notify you [within the product.] Customer acknowledges that Output may not be unique and that the Generative Creative Features may generate the same or similar output to a third party. Customer shall be responsible for the contents, including likeness and voice, of the Output produced by Generative Creative Features.

