

Standard Contractual Clauses – Brazilian Data Protection Authority

1. Identification of the Parties

1.1. Through this contractual instrument, the Exporter and the Importer (hereinafter referred to as "the Parties"), identified below, agree to adopt the Standard Contractual Clauses (hereinafter referred to as "Clauses") approved by the Brazilian Data Protection Authority (ANPD) to govern the International Data Transfer described in Clause 2, in accordance with the provisions of the Brazilian Legislation.

Name: TechSmith Corporation

Primary address: 14 Crescent Road, East Lansing, MI 48823, United States

Email address: privacy@techsmith.com

Contact for the Data Subject: Tony Lambert, Chief Technology Officer

Other information:

Controller Processor

Importer Exporter

Name: Client (as defined in the Data Protection Appendix ("Appendix"))

Primary address: As set forth in the Agreement (as defined in the Appendix)

Email address: As set forth in the Agreement

Contact for the Data Subject: As set forth in the Agreement

Other information: N/A

Controller Processor

Importer Exporter

2. Subject Matter

2.1. Description of the international data transfer:

Purpose of transfer: The data transfer and any onward transfers are to fulfill Data Importers contractual obligations to the Data Exporter.

Categories of data: Any personal data captured in images, video, associated audio, and comments in any form that may be supplied by the Data Exporter or captured by the Data Importer's services and products on behalf of the Data Exporter.

Data retention period or criteria: The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period. Data retention is under the control of the Data Exporter

Additional Information:

3. Further Transfers

3.1. The Importer may carry out further transfers of the Personal Data subject to the International Data Transfer governed by these Clauses under the conditions described below and provided that the provisions of Clause 18 are complied with.

Main purposes of the transfer: for the pursuit of purposes as described in section 2

Categories of personal data transferred: Same as the categories described in section 2

Data retention period: Same as the categories described in section 2

Additional information:

4. Responsibilities of Parties

4.1 Without prejudice to the duty of mutual assistance and the general obligations of the Parties, the Party designated below as the Controller shall be responsible for complying with the following obligations under these Clauses:

Responsible for publishing the document referred to in Clause 14:

Exporter Importer

Responsible for responding to data subject requests as provided in Clause 15:

Exporter Importer

Responsible for reporting security incidents as provided in Clause 16:

Exporter Importer

4.2. For the purposes of these Clauses, if it is later verified that the designated Party under item 4.1 is acting as a Processor, the Controller shall remain responsible:

- a) for complying with the obligations set forth in Clauses 14, 15, and 16 and other provisions established in Brazilian Legislation, especially in the event of omission or non-compliance by the designated Party;
- b) for complying with the determinations of the ANPD; and
- c) for guaranteeing the rights of the Data Subjects and for compensating for any damages caused, as provided in Clause 17.

2. Mandatory Clauses

5. Purpose

5.1. These Clauses serve as a mechanism to facilitate the secure international flow of personal data, establish minimum guarantees and valid conditions for carrying out International Data Transfers, and aim to ensure the adoption of appropriate safeguards for compliance with the principles of data subject rights and the data protection regime outlined in Brazilian Legislation.

6. Definitions

6.1. For the purposes of these Clauses, the definitions set forth in Article 5 of Law No. 13,709 of August 14, 2018 (Lei Geral de Proteção de Dados Pessoais or LGPD) shall apply, without prejudice to other normative acts issued by the ANPD. The Parties also agree to consider the following terms and their respective meanings as outlined below:

- a) **Data Processing Agents:** the Controller and the Processor;
- b) **ANPD:** Brazilian Data Protection Authority;

- c) **Clauses:** the standard contractual clauses approved by the ANPD, which are integrated into Sections I, II, and III;
- d) **Associated Contract:** contractual instrument signed between the Parties or at least one of them and a third party, including a Third-Party Controller, which has a common purpose, connection, or dependency with the contract governing the International Data Transfer;
- e) **Controller:** Party or third party ("Third-Party Controller") responsible for decisions regarding the processing of Personal Data;
- f) **Personal Data:** any information related to an identified or identifiable natural person;
- g) **Sensitive Personal Data:** personal data regarding racial or ethnic origin, religious beliefs, political opinions, membership in a trade union or organization of a religious, philosophical, or political nature, data concerning health or sexual life, genetic or biometric data when linked to a natural person; or other information as defined within the LGDP.
- h) **Deletion:** removal of data or a set of data stored in a database, regardless of the method employed;
- i) **Exporter:** processing agent located within a national territory or a foreign country that transfers personal data to an Importer;
- j) **Importer:** processing agent located in a foreign country or an international organization that receives personal data transferred by the Exporter;
- k) **Brazilian Legislation:** set of Brazilian constitutional, legal, and regulatory provisions regarding the protection of Personal Data, including Law No. 13,709 of August 14, 2018, the International Data Transfer Regulation, and other normative acts issued by the ANPD;
- l) **Arbitration Law:** Law No. 9,307 of September 23, 1996;
- m) **Security Measures:** technical and administrative measures adopted to protect personal data from unauthorized access and from accidental or unlawful situations of destruction, loss, alteration, communication, or dissemination;
- n) **Research Organization:** public or private legal entity under Brazilian law that is nonprofit and legally constituted under Brazilian laws with headquarters and jurisdiction in the country, whose institutional mission or social or statutory objective includes historical, scientific, technological, or statistical research;

- o) **Processor:** Party or third party, including a subcontractor, that processes personal data on behalf of the Controller;
- p) **Designated Party:** Party to the contract designated in accordance with Clause 4 ("Option A") to fulfill, as Controller, specific obligations related to transparency, data subjects' rights, and communication of security incidents;
- q) **Parties:** Exporter and Importer;
- r) **Access Request:** mandatory request by law, regulation, or public authority determination to grant access to the Personal Data subject to the International Data Transfer governed by these Clauses;
- s) **Subcontractor:** processing agent hired by the Importer without a direct link to the Exporter to process Personal Data after an International Data Transfer;
- t) **Third-Party Controller:** Controller of Personal Data who provides written instructions for carrying out the International Data Transfer between Processors governed by these Clauses as described in Clause 4 ("Option B");
- u) **Data Subject:** natural person to whom the Personal Data subject to the International Data Transfer governed by these Clauses refers;
- v) **Transfer:** processing modality whereby one processing agent transmits, shares, or grants access to Personal Data to another processing agent;
- w) **International Data Transfer:** transfer of Personal Data to a foreign country or an international organization of which the country is a member; and
- x) **Further Transfer:** International Data Transfer originating from an Importer and destined for a third party, including a subcontractor, provided it does not constitute an Access Request.

7. Applicable Legislation and ANPD Supervision

7.1. The International Data Transfer subject to these Clauses is governed by Brazilian Legislation and subject to supervision by the ANPD, including the authority to apply preventive measures and administrative sanctions to both Parties, as appropriate, as well as the power to limit, suspend, or prohibit international transfers resulting from these Clauses or an Associated Contract.

8. Interpretation

8.1. Any application of these Clauses must occur in accordance with the following terms:

- a) These Clauses must always be interpreted in a manner most favorable to the Data Subject and in line with the provisions of Brazilian Legislation;
- b) In case of doubt regarding the meaning of the terms in these Clauses, the meaning most aligned with Brazilian Legislation shall apply;
- c) No part of these Clauses, including an Associated Contract and the provisions set out in Section IV, may be interpreted with the objective of limiting or excluding the responsibility of any of the Parties in relation to obligations provided for in Brazilian Legislation; and
- d) The provisions of Sections I and II shall prevail in the event of a conflict in interpretation with additional Clauses and other provisions set out in Sections III and IV of this instrument or in Associated Contracts.

9. Possibility of Third-Party Adherence

9.1. By mutual agreement between the Parties, a processing agent may adhere to these Clauses as an Exporter or Importer by completing and signing a written document that will become part of this instrument.

9.2. The adhering party will have the same rights and obligations as the original Parties, depending on its position as Exporter or Importer, and in accordance with the corresponding category of processing agent.

10. General Obligations of the Parties

10.1. The Parties undertake to adopt and, when necessary, demonstrate the adoption of effective measures capable of proving compliance with the provisions of these Clauses and Brazilian Legislation, including the effectiveness of these measures, and in particular:

- a) To use the Personal Data only for the specific purposes described in Clause 2, without the possibility of further processing that is incompatible with these purposes, always observing the limitations, guarantees, and safeguards provided for in these Clauses;
- b) To ensure that the processing is compatible with the purposes informed to the Data Subject, according to the context of the processing;
- c) To limit the processing to the minimum necessary for the fulfillment of its purposes, ensuring that the data is relevant, proportional, and not excessive in relation to the purposes of Personal Data processing;
- d) To guarantee the Data Subjects, as provided in Clause 4;

- (d.1.) Clear, precise, and easily accessible information regarding the processing and the respective processing agents, while respecting commercial and industrial secrets;
- (d.2.) Facilitated and free consultation on the form and duration of the processing, as well as the completeness of their Personal Data; and
- (d.3.) Accuracy, clarity, relevance, and updating of the Personal Data, according to necessity and for the purpose of fulfilling the objective of its processing;

- e) To adopt appropriate security measures compatible with the risks involved in the International Data Transfer governed by these Clauses;
- f) To avoid processing Personal Data for discriminatory, unlawful, or abusive purposes;
- g) To ensure that any person acting under their authority, including subcontractors or any agent collaborating with them free of charge or for a fee, processes the data only in accordance with their instructions and with the provisions of these Clauses; and
- h) To maintain a record of operations involving the processing of Personal Data subject to the International Data Transfer governed by these Clauses and present the relevant documentation to the ANPD when requested.

11. Sensitive Personal Data

11.1. If the International Data Transfer involves Sensitive Personal Data, the Parties will apply additional safeguards, including specific security measures proportionate to the risks of the processing activity, the specific nature of the data, and the rights, interests, and guarantees to be protected as described in Section III.

12. Personal Data of Children and Adolescents

12.1. If the International Data Transfer involves the Personal Data of children and adolescents, the Parties will apply additional safeguards, including measures to ensure that the processing is carried out in the best interests of the child, in accordance with Brazilian Legislation and relevant international legal instruments.

13. Legal Use of Data

13.1. The Exporter guarantees that the Personal Data has been collected, processed, and transferred to the Importer in accordance with Brazilian Legislation.

14. Transparency

14.1. The Designated Party shall publish on its website a document containing easily accessible information, written in simple, clear, and precise language, regarding the International Data Transfer, including at least the following:

- a) The form, duration, and specific purpose of the international transfer;
- b) The destination country of the transferred data;
- c) The identification and contact details of the Designated Party;
- d) The data sharing practices of the Parties and the purpose of such sharing;
- e) The responsibilities of the agents conducting the processing;
- f) The rights of the Data Subject and the means for exercising them, including a readily accessible channel for handling their requests and the right to petition against the Controller to the ANPD; and
- g) Any further transfers, including the recipients and the purpose of the transfer.

14.2. The document referred to in item 14.1 may be made available on a specific page or integrated prominently and accessibly into the Privacy Policy or an equivalent document.

14.3. Upon request, the Parties shall provide the Data Subject with a free copy of these Clauses, while respecting commercial and industrial secrets.

14.4. All information made available to Data Subjects in accordance with these Clauses must be written in Portuguese.

15. Data Subject Rights

15.1. Data Subject has the right to obtain from the Designated Party, in relation to the Personal Data subject to the International Data Transfer governed by these Clauses, at any time and upon request, as provided for in Brazilian Legislation:

- a) confirmation of the existence of processing;
- b) access to the data;
- c) correction of incomplete, inaccurate, or outdated data;
- d) anonymization, blocking, or deletion of unnecessary, excessive, or unlawfully processed data in accordance with these Clauses and Brazilian Legislation;

- e) data portability to another service or product provider upon express request, in accordance with ANPD regulations, while respecting commercial and industrial secrets;
- f) deletion of Personal Data processed with the Data Subject's consent, except in cases provided for in Clause 20;
- g) information about the public and private entities with which the Parties have shared the data;
- h) information about the possibility of not providing consent and the consequences of refusal;
- i) revocation of consent through a free and easy procedure, with processing carried out before the revocation being ratified;
- j) review of decisions made solely based on the automated processing of Personal Data that affect their interests, including decisions intended to define their personal, professional, consumer, and credit profile, or aspects of their personality; and
- k) information on the criteria and procedures used for automated decision-making, while respecting commercial and industrial secrets.

15.2. The Data Subject may object to processing carried out on the basis of one of the exceptions to consent if there is non-compliance with these Clauses or Brazilian Legislation.

15.3. The time limit for responding to requests provided for in this Clause and in item 14.3 is 15 (fifteen) days from the date of the Data Subject's request, except in cases where a different time limit is established by specific ANPD regulations.

15.4. If the Data Subject's request is directed to the Party not designated as responsible for the obligations set out in this Clause or item 14.3, the Party shall:

- a) inform the Data Subject of the service channel provided by the Designated Party; or
- b) forward the request to the Designated Party as soon as possible to ensure a response within the time limit provided in item 15.2.

15.5. The Parties shall immediately inform the Processing Agents with whom they have shared data of any correction, deletion, anonymization, or blocking of data so that the

same procedure can be followed, except in cases where such communication is proven to be impossible or would involve disproportionate effort.

15.6. The Parties shall promote mutual assistance to ensure that Data Subjects' requests are addressed.

16. Security Incident Communication

16.1. The Designated Party must notify the ANPD and the Data Subjects within 3 (three) business days of any security incident that may pose a risk or significant harm to the Data Subjects, in accordance with Brazilian Legislation.

16.2. The Importer must keep a record of security incidents, as required by Brazilian Legislation.

17. Liability and Compensation for Damages

17.1. A Party that causes material or moral damages to an individual or collective entity, in violation of these Clauses and Brazilian Legislation, through the processing of Personal Data is obligated to repair such damages.

17.2. The Data Subject may seek compensation for damages caused by any of the Parties as a result of a violation of these Clauses.

17.3. The defense of the Data Subjects' rights and interests may be pursued individually or collectively in court, in accordance with applicable legislation regarding instruments of individual and collective protection.

17.4. A Party acting as a Processor is jointly liable for damages caused by the processing if it fails to comply with these Clauses or does not follow the lawful instructions of the Controller, except as provided in item 17.6.

17.5. Controllers directly involved in the processing that resulted in damages to the Data Subject are jointly liable for such damages, except as provided in item 17.6.

17.6. The Parties are not liable if it is proven that:

- a) they did not perform the Personal Data processing attributed to them;
- b) although they performed the attributed Personal Data processing, there was no violation of these Clauses or Brazilian Legislation; or
- c) the damage resulted exclusively from the fault of the Data Subject or a third party not involved in the Further Transfer or subcontracted by the Parties.

17.7. In accordance with Brazilian Legislation, the court may reverse the burden of proof in favor of the Data Subject when the allegation is credible, there is an imbalance of power in terms of evidence production, or when producing evidence is excessively burdensome for the Data Subject.

17.8. Actions for the compensation of collective damages resulting from liability under this Clause may be exercised collectively in court, as provided for in the relevant legislation.

17.9. The Party that compensates the Data Subject has the right to seek reimbursement from the other responsible parties to the extent of their participation in the harmful event.

18. Safeguards for Further Transfers

18.1. The Importer may only carry out Further Transfers of Personal Data subject to the International Data Transfer governed by these Clauses if expressly authorized under the conditions described in Clause 3.

18.2. In any case, the Importer must:

- a) ensure that the purpose of the Further Transfer is compatible with the specific purposes described in Clause 2;
- b) guarantee through a written contractual instrument that the safeguards provided in these Clauses are observed by the third-party recipient of the Further Transfer; and
- c) for the purposes of these Clauses, and in relation to the transferred Personal Data, be considered responsible for any irregularities committed by the third-party recipient of the Further Transfer.

18.3. The Further Transfer may also be carried out based on another valid mechanism for International Data Transfer provided for in Brazilian Legislation, regardless of the authorization provided in Clause 3.

19. Notification of Access Request

19.1. The Importer shall notify the Exporter and the Data Subject about an Access Request related to the Personal Data subject to the International Data Transfer governed by these Clauses, except when notification is prohibited by the law of the country where the data is processed.

19.2. The Importer shall take appropriate legal measures, including judicial actions, to protect the Data Subject's rights whenever there is a legal basis to question the legality of

the Access Request, and if necessary, to prevent the notification prohibition mentioned in item 19.1.

19.3. To comply with requests from the ANPD and the Exporter, the Importer must maintain a record of Access Requests, including the date, requester, purpose of the request, type of data requested, number of requests received, and the legal measures taken.

20. Termination of Processing and Data Deletion

20.1. The Parties shall delete the Personal Data subject to the International Data Transfer governed by these Clauses upon termination of processing, within the technical limits of the authorized activities, with retention only for the following purposes:

- a) compliance with legal or regulatory obligations by the Controller;
- b) research purposes by a Research Organization, ensuring Personal Data anonymization whenever possible;
- c) transfer to a third party, provided the requirements of these Clauses and Brazilian Legislation are met; and
- d) exclusive use by the Controller, with the prohibition of access by third parties and provided the data is anonymized.

20.2. For the purposes of this Clause, the processing is considered terminated when:

- a) the purpose outlined in these Clauses is achieved;
- b) the Personal Data is no longer necessary or relevant to the specific purpose outlined in these Clauses;
- c) the processing period has expired;
- d) the Data Subject's request is fulfilled; and
- e) it is determined by the ANPD that there has been a violation of these Clauses or Brazilian Legislation.

21. Data Security Measures

21.1. The Parties shall adopt security measures that ensure the protection of the Personal Data subject to the International Data Transfer governed by these Clauses, even after processing has terminated.

21.2. The Parties shall specify in Section III the Security Measures adopted, taking into account the nature of the information processed, the specific characteristics and purpose of the processing, the current state of technology, and the risks to the Data Subject's rights, especially in the case of sensitive personal data and data of children and adolescents.

21.3. The Parties shall take necessary steps to periodically assess and review the measures to maintain an adequate level of security for the characteristics of the data processing.

22. Legislation of the Data Recipient's Country

22.1. The Importer declares that no laws or administrative practices in the data recipient country have been identified that prevent compliance with the obligations assumed in these Clauses.

22.2. If there is a change in legislation that alters this situation, the Importer shall immediately notify the Exporter for an evaluation of whether to continue the contract.

23. Non-Compliance by the Importer

23.1. In the event of a violation of the safeguards and guarantees provided for in these Clauses or the inability of the Importer to comply with them, the Exporter shall be notified immediately, except as provided in item 19.1.

23.2. Upon receiving the notification mentioned in item 23.1, or if the Exporter detects non-compliance with these Clauses by the Importer, the Exporter shall take appropriate measures to ensure the protection of the Data Subject's rights and the compliance of the International Data Transfer with Brazilian Legislation and these Clauses, which may include:

- a) suspending the International Data Transfer;
- b) requesting the return, transfer to a third party, or deletion of the Personal Data; and
- c) terminating the contract.

24. Choice of Forum and Jurisdiction

24.1. These Clauses are governed by Brazilian law, and any dispute between the Parties arising from these Clauses shall be resolved in the competent courts of Brazil, subject to the forum elected by the Parties in Section IV, if applicable.

24.2. The Data Subjects may bring legal action against the Exporter or the Importer, at their discretion, in the competent courts in Brazil, including those located in their place of residence.

24.3. The Parties may mutually agree to use arbitration to resolve disputes arising from these Clauses, provided the arbitration takes place in Brazil and in accordance with the provisions of the Arbitration Law.

3. Measures to Protect Information

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

Taking into account the state of the art, the costs of implementation and the nature, scope, context, and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Importer will implement appropriated technical and organizational measures to ensure a level of security appropriate to the risk, including, as appropriate:

- *The pseudonymization and encryption of personal data at rest and in transit;*
- *The ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;*
- *Ensure that persons authorized to process personal information have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;*
- *The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and*
- *A process for regularly testing, assessing, and evaluating the technical and organizational measures for ensuring security of processing.*

Additionally, Importer will process any personal data received only on Exporters documented instructions, including with regard to transfers of such data to a third country or international organization, unless required by applicable law to which we are subject; in

such case, Importer will notify Exporter of that legal requirement prior to processing, unless that law prohibits such information on important ground of public interest.

For transfers to (sub-) processors, also describe the specific technical and organizational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.

Where we engage another processor for carrying out specific processing activities on your behalf, the same data protections obligations outlined above will be imposed on that other processor by way of a contract or other legal act under applicable law, in particular providing sufficient guarantees to implement appropriate technical and organizational measures in such a manner that will meet the requirements of relevant data protection laws.