

Babel Street, Inc.
Data Processing Addendum

Last Updated: 11.07.18

This Data Processing Addendum (“**Addendum**”), which includes Attachment A, the Standard Contractual Clauses, is an addendum to the Babel Street End User Subscription Terms (“**Agreement**”) governing Customer’s use of the Babel Street Application. This Addendum applies to the extent that Babel Street acts as a Processor to the Customer as a Controller, in relation to the Processing by Babel Street of Personal Data originating from the EEA. All capitalized terms used herein but not defined herein shall have the meaning given to such terms in the Agreement.

1. Compliance with the Customer’s Instructions

Babel Street may only process Personal Data in connection with its provision of the Application to Customer pursuant to the Agreement, or as otherwise instructed by Customer or required by applicable law. The subject-matter, duration, nature and purpose of the Processing, types of Personal Data and categories of individuals will be the same as for the relevant Term of Customer’s access to the Application to which the Processing relates.

2. Security

Babel Street will implement appropriate technical and organizational measures for the Application that are designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, disclosure or access. In such event, Babel Street shall notify Customer in accordance with applicable law. Such security procedures and practices include an information security program consistent with the NIST 800-171 Standards and the ISO 27001 requirements.

3. Audits

Upon Customer’s request, up to once a year, Babel Street will provide to Customer a copy of a self-certification confirming that Babel Street complies with the material requirements set out in this Addendum. Such self-certification will be Babel Street’s Confidential Information.

4. Assistance

In the event of a breach of Customer’s Personal Data, Babel Street will provide notification to Customer consistent with the General Data Protection Regulation, Regulation (EU) 2016/679, or other applicable law. Babel Street will provide reasonable assistance to Customer, to demonstrate its compliance with obligations pursuant to this Addendum in respect to notifying Personal Data Breaches to a Supervisory Authority and to individuals and in conducting Data Protection Impact Assessments.

5. Individuals

If Babel Street receives requests directly from individuals in relation to the Processing of their Personal Data used by Customer through the Products, Babel Street will notify Customer of the request, without responding to it, unless Babel Street has been authorized to respond, or is prohibited from doing so under applicable law. Customer is solely responsible for providing any necessary notices to, and obtaining any necessary consent from, individuals with respect to the Processing of Personal Data pursuant to the Agreement.

6. Sub-Processors

Customer agrees that Babel Street may use Sub-Processors to assist Babel Street in Processing Personal Data for the performance of the Agreement, provided that:

- (i) Babel Street imposes no less stringent duties on such Sub-Processors regarding security and confidentiality of Personal Data as those set out in this Addendum.

(ii) Babel Street remains responsible to Customer for the performance of the relevant Product by the Sub-Processor, and

(iii) Babel Street maintains a list of such Sub-Processors and will provide Customer with reasonable notice of any addition of Sub-Processors. Customer may within five (5) days of receiving the notice, object to the involvement of such new Sub-Processor in the delivery of the Application through providing notice of objective justifiable grounds related to the ability of such Sub-Processor to protect the Personal Data or comply with data protection requirements applicable to Sub-Processor. In the event that the objection is not unreasonable, the parties will work together in good faith to find a solution to address such objection including but not limited to reviewing additional documentation supporting the Sub-Processors' compliance or trying to make the Product available without the involvement of such Sub-Processor. If the foregoing is not commercially feasible, Babel Street may terminate Customer's access to the Application in accordance with the Agreement.

7. **Transfers**

To the extent that Customer's use of the Application involves a transfer of Personal Data originating from the EEA to Babel Street or a Sub-Processor located in a country outside the EEA that has not been recognized by the European Commission as ensuring an adequate level of protection of Personal Data, such transfer will be governed by the Standard Contractual Clauses.

8. **Return and Deletion of Personal Data**

Upon termination or expiration of the Agreement, Babel Street will make available to Customer Personal Data maintained by Babel Street for thirty (30) days to allow Customer to retrieve, where reasonably technically feasible and permitted by the Agreement, Personal Data in a commonly used format set out by Babel Street. After such period, Babel Street will destroy or otherwise render inaccessible to Customer, at its discretion, such Personal Data from the production environment of the Products, except as may be required by law or applicable third-party terms of use. Actions set out in this section are at Customer's sole cost.

9. **Changes**

Babel Street may make changes to this Addendum from time to time as necessary to reflect changes in its business or legal and regulatory requirements. Babel Street will provide thirty (30) days notice of any such changes to Customer, at which time, Customer may accept the changes, or terminate the Agreement.

10. **Key definitions.**

The following terms shall have the following meanings:

"Controller", "Data Protection Impact Assessment", "Personal Data Breach", "Process/Processing", "Processor", and "Supervisory Authority" have the meaning set out in the GDPR.

"Controller to Processor Standard Contractual Clauses" means Standard Contractual Clauses adopted by the EU Commission pursuant to its decision C(2010)593 (as updated or replaced from time to time).

"EEA" means all member states of the European Union, Norway, Iceland, Liechtenstein and, for the purposes of the Addendum, Switzerland.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal Data” means Personal Data under the GDPR and which are obtained by or made available to the Babel Street in connection with the Products.

“Products” means the Application described in the Agreement or an Order Form to which Customer has subscribed.

“Sub-Processors” means third party organizations that the Babel Street engages for the Processing of the Personal Data and which do not act under the Babel Street’s direct authority.