

Babel Street, Inc.
Data Processor Addendum

Last Updated: 1.31.26

This Data Processor Addendum (“**Addendum**”) supplements, and is incorporated into, the Babel Street End User Subscription Terms governing Customer’s use of the Babel Street Services. This Addendum is the Parties’ agreement with regard to the Processing of Personal Data and is entered into to apply together with all agreements in the course of which Babel Street, Inc. (“**Babel Street**”) or its Affiliates process Personal Data on behalf of the Customer and its authorized Affiliates, such as License, Subscription, Services, Support and Maintenance or any other written agreement or agreement in text form (the “**Agreements**”) for purchase from Babel Street of software as a service (including associated Applications), hosting, support and similar data processing services, and defined as “**Services**” or otherwise in the Agreement(s) or hereinafter.

Babel Street and Customer may be hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**.” This Addendum is effective as of the date the Customer enters into the Agreements. The Parties enter into this Addendum on behalf of themselves and, to the extent required under Applicable Data Protection Laws, in the name and on behalf of their Affiliates and authorized representatives. The terms used in this Addendum shall have the meanings set forth in this Addendum. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Babel Street End User Subscription Terms. Except as modified below, the terms of the Agreements shall remain in full force and effect and are incorporated herein by this reference.

WHEREAS, the Parties acknowledge that each Party may Process Personal Data for the purposes set forth in the Agreements.

WHEREAS, for compliance with obligations under Applicable Data Protection Laws, the Parties wish to enter into this Addendum to arrange each Party’s responsibilities and to capture a process ensuring the enforceability of Data Subjects’ rights under Applicable Data Protection Laws. The Parties acknowledge that Data Subjects include without limitation any and all workers performing services for the Company under the Agreements.

1. Key definitions.

The following terms shall have the following meanings:

“**Affiliate**” means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a Party, 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 securities, by contract or otherwise.

“**Applicable Data Protection Laws**” means any applicable legislative or regulatory regime enacted by a recognized government, or governmental or administrative entity with the purpose of protecting the privacy rights of natural persons or households consisting of natural persons, including without limitation the General Data Protection Regulation 2016/679 (“GDPR”) and supplementing data protection law of the European Union Member States; the United Kingdom’s Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (“UK GDPR”); the Swiss Federal Data Protection Act (“Swiss DPA”); Canada’s Personal Information Protection and Electronic Documents Act (“PIPEDA”) S.C. 2000, ch. 5, and any provincial legislation deemed substantially similar to PIPEDA under the procedures set forth therein; and any applicable laws of any United States jurisdiction, including

without limitation the California Consumer Privacy Act of 2018 and California Privacy Rights Act (together, the “CPRA”), the Colorado Privacy Act, the Virginia Consumer Data Protection Act, and any other such applicable law that comes into effect during the term of the Agreements.

“Artificial Intelligence” (AI), means the simulation of human intelligence processes by a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness, learning, reasoning, or self-correction after deployment.

“Babel Street AI” refers to the Artificial Intelligence capabilities within Babel Street Services that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments.

“Controller” means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Personal Data” means any structured set of information relating to an identified or identifiable natural person (‘data subject’) which are accessible according to specific criteria, whether centralized, decentralized or dispersed on a functional or geographical basis and which are obtained by or made available to Babel Street in connection with the Services.

“Services” means the Babel Street Application and/or Services described in the Agreements or an Order Form to which Customer has subscribed.

“Subprocessor” means third party organizations engaged by and acting under the instructions of a Processor for the Processing of Personal Data on behalf a Controller.

“Training Data” means any data used to develop, train, validate, test or otherwise improve Babel Street AI.

The terms **“Data Subject”**, **“Personal Data Breach”**, **“Process/Processed/Processing”**, **“Processor”**, and **“Supervisory Authority”** have the meaning set out in the GDPR, and the terms **“business,” “service provider,” “sell”** and **“share”** shall have the same meaning as set forth in Applicable Data Protection Laws, and their cognate terms shall be construed accordingly.

2. Compliance with the Customer’s instructions

Babel Street shall be a Processor Processing Personal Data on behalf of the Customer, acting as a Controller, and this Addendum shall apply accordingly. Where Customer is a Processor of the Personal Data covered by this Addendum, Babel Street shall be a Subprocessor of Customer and this Addendum shall apply accordingly. Customer is solely responsible for the quality, accuracy and integrity of Customer Data (including without limitation, any Personal Data) inputted into the Services in relation to the Agreements. Babel Street may only Process Personal Data in connection with its provision of the Services to Customer pursuant to the Agreements and as set out in Attachment A, or as otherwise in accordance with the documented instructions of Customer (which may be provided to Babel Street from time to time, including for example by way of letter of instruction or through the Customer’s use of Babel Street settings, controls or other user preference functionality within the Services), or required by Applicable Data Protection Laws. 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 Services to which the Processing relates. Any Processing unrelated to the provision of the Services set forth in Attachment A will require additional consent and approval of the Parties. For the avoidance of doubt,

Babel Street shall not sell, assign, or lease Customer Data. Each Party shall notify the other Party immediately of any known violation of Applicable Data Protection Laws.

Customer represents and warrants that: (i) its use of the Services and the documented instructions provided do not contravene Applicable Data Protection Laws; (ii) it has complied with and continues to comply with Applicable Data Protection Laws, in particular that it has obtained any necessary consents and/or given any necessary notices, and/or otherwise has the right to disclose Personal Data to Babel Street and enable the Processing set out in this Addendum and as contemplated by the Agreements; (iii) it has assessed the requirements under Applicable Data Protection Laws as they apply to Customer with regard to Personal Data and finds that the security measures referenced herein are adequate to meet those requirements; and (iv) it will ensure compliance with and shall not in any way alter or diminish such security measures to the extent applicable to Customer through its use of the Services. Customer will also ensure that any Authorized User(s) (including users from its Affiliates or any third-party) will comply with the Customer's obligations under this Addendum. Customer shall be liable for any acts or omissions of its Authorized User(s) in their use of the Services.

3. Security

Customer acknowledges that the Services are not designed for Processing the following categories of information: (a) "Protected Health Information" or "PHI" as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and its implementing regulations at 45 CFR §160.103; (b) "Cardholder Data" or "Sensitive Authentication data", as such terms are defined in the Payment Card Industry Data Security Standard ("PCI DSS"). Notwithstanding the foregoing, Babel Street will implement appropriate technical and organizational measures for the Services that are designed to protect Customer Data (including without limitation, any Personal Data) against accidental or unlawful destruction, loss, alteration, disclosure or access, 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, including, but not limited to, the measures set forth in Attachment B to this Addendum. In the event of a Personal Data Breach, Babel Street shall notify Customer without undue delay and in accordance with Applicable Data Protection Laws. Such security procedures and practices include an information security program consistent with the NIST 800-171 Standards and ISO 27001 requirements.

4. Audits

Upon Customer's reasonable request, Babel Street shall, no more than once per calendar year, make available for Customer's review, copies of certifications or reports demonstrating Babel Street's compliance with this Addendum and Applicable Data Protection Laws. This includes, but is not limited to, providing mutually agreeable assistance in submitting to an audit, provided such audit is limited to the purposes of demonstrating compliance with Applicable Data Protection Laws, this Addendum, and/or the Agreements. Before the commencement of such an audit, Customer and Babel Street will mutually agree upon the scope, timing, duration, control and evidence requirements, and fees for the audit. If the audit report generated as a result of Customer's audit includes any finding of material non-compliance, Customer shall share such audit report with Babel Street and Babel Street shall promptly cure any material non-compliance. All such information contained in an audit report shall be deemed to be the Parties' Confidential Information. If the Customer and Babel Street have entered into SCCs (defined below), the Customer's right to audit Babel Street's activities under the SCCs shall be interpreted in line with this Addendum, so as to be satisfied by the audit rights provided to the Customer.

5. Assistance

Babel Street shall, taking into account the nature of the Processing and the information available to Babel Street, assist Customer in ensuring compliance with its obligations under Applicable Data Protection Laws to conduct a data protection impact assessment or similar assessment required under any Applicable Data Protection Laws and, with prior notice, to assist with consultations with a Supervisory Authority, where required. In the event of a confirmed Personal Data Breach, Babel Street shall provide notification to Customer consistent with the GDPR, or other applicable law, and take such steps as Babel Street in its sole discretion deems necessary and reasonable to remediate such Breach. In the event of such a Personal Data Breach, Babel Street shall, taking into account the nature of the Processing and the information available to Babel Street, provide Customer with reasonable cooperation and assistance necessary for Customer to comply with its obligations under Applicable Data Protection Laws with respect to notifying (i) the relevant Supervisory Authority and/or (ii) Data Subjects affected by such Personal Data Breach. These obligations shall not apply in the event that a Personal Data Breach results from the actions or omissions of Customer, except where required by Applicable Data Protection Laws. Babel Street's obligation to report or respond to a Personal Data Breach under this section will not be construed as an acknowledgement by Babel Street of any fault or liability with respect to the Personal Data Breach.

6. Individuals

If Babel Street receives requests directly from individuals in relation to the Processing of their Personal Data used by Customer through the Services, 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 Customer Data (including without limitation, any Personal Data) pursuant to the Agreements.

7. Subprocessors

Customer agrees that Babel Street may use Subprocessors to assist Babel Street in performance of the Agreements, provided that:

- (i) Babel Street imposes no less stringent duties on such Subprocessors regarding security and confidentiality as those set out in this Addendum;
- (ii) Babel Street remains responsible to Customer for the performance of the relevant Services by the Subprocessor; and
- (iii) Babel Street maintains a list of such Subprocessors and will provide Customer with reasonable notice of any addition of Subprocessors. Customer may within five (5) days of receiving the notice, object to the involvement of such new Subprocessor in the delivery of the Services through providing notice of objective justifiable grounds related to the ability of such Subprocessor to protect Personal Data or comply with Applicable Data Protection Laws. 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 Subprocessors' compliance or trying to make the Services available without the involvement of such Subprocessor. If the foregoing is not commercially feasible, Babel Street may terminate Customer's access to the Services in accordance with the Agreements.

8. Transfers

Customer acknowledges and agrees that Babel Street may transfer to and Process Personal Data in the United States and anywhere else in the world where Babel Street, its Affiliates, or its

Subprocessors maintain Processing operations. Babel Street shall ensure that such transfers are made in compliance with Applicable Data Protection Laws and this Addendum.

EEA. The Parties acknowledge and agree that each Party may Process Personal Data and/or permit Personal Data to be Processed in accordance with this Addendum in a territory outside the European Economic Area (“EEA”) or Switzerland. Therefore, for the purposes of compliance with Applicable Data Protection Laws relating to cross-border transfers of Personal Data, the Parties have executed the Standard Contractual Clauses published by the European Commission (“SCCs”) which are incorporated herein by reference. If required, each Party will ensure that any of its Subprocessors also comply with the applicable module of the Standard Contractual Clauses.

Any transfer of Personal Data from member states of the European Union, the EEA (Iceland, Liechtenstein, Norway), and/or Switzerland to any third country that the European Commission has decided does not ensure an adequate level of protection for Personal Data (“Third Country”) shall be made in accordance with the SCCs, in connection with which the Parties agree the following:

In relation to Personal Data that is subject to GDPR and Processed in accordance with this Addendum, the SCCs shall apply, completed as follows: Module Two (Controller to Processor transfers) will apply; in Clause 7, the optional docking clause will apply; in Clause 9, the general authorization will apply; in Clause 11, the optional language will not apply; in Clause 17, Option 1 will apply and the SCCs will be governed by the law of the Netherlands; in Clause 18(b), disputes will be resolved before the courts of the Netherlands; Annex I of the SCCs shall be deemed completed with the information set out in Attachment A to this Addendum; and Annex II of the SCCs shall be deemed completed with the information set out in Attachment B to this Addendum.

In relation to Personal Data that is subject to the Swiss DPA, the SCCs will apply in accordance with the terms set forth above, with the following modifications: any references in the SCCs to “Directive 95/46/EC” or “Regulation (EU) 2016/679” shall be interpreted as references to Switzerland and Swiss law, as the case may be; and references to the “competent supervisory authority” and “competent courts” shall be interpreted as references to the FDIPC and competent courts in Switzerland, unless the SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the Swiss DPA, in which event the Swiss Standard Contractual Clauses shall instead be incorporated by reference and form an integral part of this Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes of the Swiss Standard Contractual Clauses shall be populated using the information contained in Attachment A & B to this Addendum (as applicable).

With respect to transfers of personal data originating from the United Kingdom, the Parties acknowledge and agree that the SCCs as modified by this Section shall be read and interpreted in light of the provisions of UK Data Protection Laws, and so that this Section provides the appropriate safeguards as required by Article 46 of the UK GDPR:

The ‘Start Date’, ‘Parties’, and “Key Contact” shall be as listed in Attachment A of this Addendum; Clause 6 is replaced with: “The details of the transfers and in particular the categories of personal data that are transferred and the purposes for which they are transferred are those specified in Annex I where UK Data Protection Laws apply to the data exporter’s processing when making that transfer”; References to “Regulation (EU) 2016/679” or “that Regulation” are replaced by “UK Data Protection Laws” and references to specific

Articles of “Regulation (EU) 2016/679” are replaced with the equivalent Article or Section of the UK Data Protection Laws; references to Regulation (EU) 2018/1725 are removed; references to the “Union”, “EU” and “EU Member State” are all replaced with the “UK”; Clause 13(a) and Annex I.C are not used; The “competent supervisory authority” is the Information Commissioner’s Office (ICO) of the United Kingdom; Clause 17 is replaced to state “These Clauses are governed by the laws of England and Wales”; Clause 18 of the EU SCCs is replaced to state "Any dispute arising from these Clauses shall be resolved by the courts of England and Wales. A data subject may bring legal proceeding against the data exporter and/or data importer before the courts of any country in the UK. The Parties agree to submit themselves to the jurisdiction of such courts", unless the EU SCCs as implemented above cannot be used to lawfully transfer such Personal Data in compliance with the UK GDPR, in which event the UK SCCs shall instead be incorporated by reference and form an integral part of this Addendum and shall apply to such transfers. Where this is the case, the relevant Annexes of the UK SCCs shall be populated using the information contained in Attachment A & B to this Addendum (as applicable). Either Party may end the UK Addendum as set out in Section 19 of the UK Addendum to the SCCs, where reasonable and subject to other applicable terms of the Agreements. The Alternative Part 2 Mandatory Clauses shall apply, as follows: Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

Babel Street may adopt a replacement data export mechanism (including any new version of or successor to the SCCs or alternative mechanisms adopted pursuant to Applicable Data Protection Laws) ("Alternative Transfer Mechanism"). So long as the Alternative Transfer Mechanism complies with Applicable Data Protection Laws and extends to the territories to which the Personal Data is transferred, Customer agrees to execute any documents and take any other reasonably necessary actions to give legal effect to such Alternative Transfer Mechanism.

It is not the intention of either Party to contradict or restrict any of the provisions set forth in the SCCs and, accordingly, if and to the extent the SCCs conflict with any provision of the Agreements (including this Addendum) the SCCs shall prevail to the extent of such conflict.

9. Return & deletion

Upon termination or expiration of the Agreements, Babel Street will make Customer Data (including without limitation, any Personal Data) maintained by Babel Street available to Customer for thirty (30) days to allow Customer to retrieve, where reasonably technically feasible and permitted by the Agreements, copies of such data in a commonly used format set out by Babel Street. After such period, Babel Street will destroy or otherwise render inaccessible, at Customer’s written request, Customer Data (including without limitation, any Personal Data) from the production environment of the Services, except as may be required by law or applicable third-party terms of use.

10. Babel Street AI

As a part of fulfilling its obligations (including providing the Services) under the Agreements and this Addendum, Babel Street may utilize AI. The terms in this section govern the use of Babel Street AI, and they do not apply to the use of any third-party products or third-party sites that are powered by artificial intelligence, machine learning, or similar technologies. The Parties acknowledge and agree that:

1. *Babel Street representations & warranties*

- a. Unless otherwise set forth in the Agreements, Customer acknowledges and agrees that Babel Street may use AI tools available within the Services (“Babel Street AI”).
- b. Customer may also input, enter, post, upload, submit, transfer, transmit, or otherwise provide information, data, materials, text, prompts, images, documentation or other content (including tables, numbers, photos, reports, graphs, video, audio, or computer code) (“**AI Input**”), for Processing by or through Babel Street AI to generate or produce data, materials, text, images, documentation, insights or other content (including tables, numbers, photos, reports, graphs, video, audio, or computer code) (“**AI Output**”), as a result of AI Input. AI Output is considered “Customer Data” under this Addendum and the Babel Street End User Subscription Terms, and is subject to all applicable conditions and restrictions herein.
- c. No AI Input or any parts thereof will be stored, used, processed or accessed by Babel Street AI, except to the extent necessary to provide, maintain, and improve the Services.
- d. Unless otherwise set forth in the Agreements, Babel Street may use anonymous, aggregate information derived from the use and operation of Babel Street AI for its own business purposes, including but not limited to using AI Input and AI Output as Training Data where: (i) Customer provides feedback regarding AI Output, or (2) AI Input or AI Output are flagged for review to detect harmful content, enforce Babel Street terms and policies, or comply with applicable law.
- e. Babel Street shall follow its AI Usage Policy, ensuring that Babel Street AI systems are developed and used in ways that respect human rights and promote fairness, accountability, and transparency. Babel Street’s use of AI and development of Babel Street AI conforms to prevalent industry standards and practices.
- f. Babel Street AI has been and shall be designed and developed in such a way, including with appropriate human-machine interface tools, that it can be effectively overseen by natural persons.
- g. Babel Street shall implement appropriate mechanisms to detect, mitigate, and report biases in Babel Street AI. Those measures shall include, but may not be limited to: relevant design choices; sourcing diverse, suitable, and representative Training Data; and conducting regular audits of Babel Street AI.
- h. Babel Street AI shall allow for the recording of events ('logs') over the life of the applicable Agreements. Logging capabilities shall ensure a level of traceability of the Babel Street AI that is appropriate to the intended purpose of the system and reasonably foreseeable misuse, including substantial modifications.
- i. Babel Street has no control over, and cannot independently verify, the accuracy of the information provided or maintained by third-party information sources and other data that may be accessible through Babel Street AI. Babel Street makes no guarantees, representations or warranties as to the availability or accessibility of any data, information, or other content, or the accuracy or completeness of contents or results of queries, data and/or data feeds, that use or operation will be error or defect free, and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of any data, information and/or content retrieved from or through Babel Street AI.
- j. Babel Street disclaims and excludes any and all other warranties including, but not limited to, any implied warranties of quality, title, non-infringement, merchantability, suitability, completeness, or fitness for a particular purpose, irrespective of any course of dealing or performance, custom or usage of trade. The Services, including Babel Street AI and any associated support and any third-party software, data, and information, are provided “as is” and “as available” without warranty of any kind, either express or implied.
- k. Certain circumstances may require Babel Street to suspend or terminate, as determined in Babel Street's discretion, Customer's access to and/or use of Babel Street AI or any portion thereof without notice, including, but not limited to, in order to comply with the terms of any provider of any data feed.
- l. Without limiting its other remedies, Babel Street may limit Customer's access to or use of the Services if Babel Street has a reasonable basis to believe that Customer's use of the Services,

Babel Street AI, AI Inputs or AI Outputs violate applicable Babel Street policies, including without limitation the Babel Street Privacy Policy, Babel Street End-User Subscription Terms, or applicable law.

2. *Customer representations & warranties*

- a. By using Babel Street AI, Customer acknowledges that features are powered by AI technology, which may not always perform as expected. Babel Street disclaims all responsibility and liability for any errors, omissions, or inaccuracies in the information provided through Babel Street AI, or the consequences of using AI Outputs generated by Babel Street AI, to the extent applicable. Customer also acknowledges that some data feeds may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within the Services.
- b. Customer's current and contemplated use of Babel Street AI, does not, and will not, infringe upon or violate any claims, suits, demands, rulings, judgments, intellectual property rights, rights of likeness or publicity, or any other third party right of any kind. Customer's use of Babel Street AI will comply with all laws and regulations (including those pertaining to data privacy and security, national security, and financial or health care regulations) as applicable to the Customer.
- c. Customer has sufficient rights to use AI Inputs in connection with Babel Street AI, including, without limitation, any Personal Data that Customer uses to produce AI Output.
- d. Customer assumes sole responsibility for any results obtained from Babel Street AI based on Customer Data (including without limitation, any Personal Data) and shall ensure that AI Input does not include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark, or other intellectual property right of any third party.
- e. Customer shall not disable, evade, disrupt, or interfere with the content filters, restrictions, or other safety systems that are part of Babel Street AI. For Babel Street AI with configurable prompts or other safety systems, Customer must implement the mitigations required by Babel Street documentation.
- f. Customer may not use web scraping, web harvesting, data mining or other data extraction methods to extract Training Data or to discover any underlying components of the models, algorithms, and systems, such as exfiltrating the weights of models or computer code from Babel Street AI.
- g. Customer will not use and will not direct or enable third parties to use, Babel Street AI to generate AI Output for the express purpose of creating synthetic training data to develop or train AI models or systems that have substantially similar functionality to Babel Street AI.
- h. It is Customer's responsibility to (i) verify AI Outputs for appropriateness, accuracy, and completeness before relying on or using AI Outputs, and (ii) incorporate quality assurance protocols (such as human review or additional validation) to ensure that use of the AI Outputs is suitable for its intended purpose.

11. Confidentiality

In the course of providing Services pursuant to the Agreements, Babel Street may disclose Personal Data to its employees, independent contractors, agents, and representatives who require access to such data in connection with Babel Street's obligations under this Addendum. Babel Street shall take reasonable steps to ensure the reliability of any employee, independent contractor, agent or representative who may have access to Personal Data, ensuring that access is strictly limited to those individuals who need to know or access as strictly necessary for the purposes of the Agreements and/or to comply with Applicable Data Protection Laws, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality in respect of Personal Data, and have undertaken training on Applicable Data Protection Laws relating to handling Personal Data and how it applies to their particular duties.

12. 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 Agreements.

13. General

All terms and conditions of the Agreements shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms of this Addendum and the Agreements, the terms of this Addendum will control. Any alteration or modification of this Addendum is not valid unless made in writing and executed by duly authorized personnel of both Parties. Invalidation of one or more of the provisions under this Addendum will not affect the remaining provisions. Invalid provisions will be replaced, to the extent possible, by such valid provisions which achieve essentially the same objectives. In the event of a change in Applicable Data Protection Laws or a determination or order by a Supervisory Authority or competent court affecting this Addendum or the lawfulness of any Processing under this Addendum, Babel Street may (in its sole discretion) make any amendments to this Addendum as are reasonably necessary to ensure continued compliance with Applicable Data Protection Laws and/or the Customer's Processing instructions herein.

ATTACHMENT A

A. LIST OF PARTIES

Data processor(s): *Babel Street, Inc.*

1900 Reston Metro Plaza, #950, Reston, Virginia 20190 USA

Privacy@babelstreet.com

+1 (703) 956-3572

Activities relevant to the data transferred under these Clauses: *Provision of Products under the Agreements*

Data controller(s): *Customer, as defined in the Agreements*

Name: *Customer, as defined in the Agreements*

Activities relevant to the data transferred under these Clauses: *Use of and/or receipt of Products under the Agreements*

B. DESCRIPTION OF THE TRANSFER

Categories of data subjects whose personal data is transferred:

- *Search targets of the Babel Street Products*

Categories of personal data transferred:

- *Name and contact details (e.g., location/address, email address, phone number, etc.), citizenship status, marriage status, government ID information, employment history, birth date, educational history, job title(s), criminal background, and/or location data*

Sensitive data transferred (if applicable):

- *May include personal data revealing racial or ethnic origin, political opinions, philosophical or religious beliefs, criminal background, and/or location data*

The frequency of the transfer:

- *The publicly available content will be made available through API connections or file transfers.*
- *Continuous in provision of Products under the Agreements.*

Nature of the processing:

- *Return of publicly available information based on search terms input by Data controller into the Babel Street Products.*

Purpose(s) of the data transfer and further processing:

- *Personal Data will be Processed in the provision of Products under the Agreements.*

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period:

- *Data will be retained first for as long as specified in the applicable Agreement(s) terms between the Parties. Second, data will be retained in compliance with local laws and regulations.*

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

- *The Personal Data transferred may be disclosed only to the following recipients or categories of recipients: Those Subprocessors required by the Parties to allow them to meet their contractual and legal obligations under the Agreements.*

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent EU supervisory authority/ies in accordance with SCC Clause 13:
the Netherlands

ATTACHMENT B

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

Below is a description of the technical and organizational measures implemented by Babel Street 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.

Governance

During the term of the Agreements, Babel Street will maintain compliance with the standards set forth in NIST 800-171 and ISO 27001. This helps drive strategic and operational initiatives to continue to improve our Security Program's maturity. These initiatives include policies, security controls and demonstration of compliance with our regulatory drivers.

Authorization and confidentiality

Access Control Policy

Access controls are established at sites, systems, system documentation, applications, databases, directories, and files (information assets), using automated systems to enforce a role-based access control model, such that users only have access to the information assets necessary to perform their job function. Privileges are set using the principle of least privilege. The default posture will be to deny all access thereby requiring all access that is granted to be granted based on an approved role or access request. Roles are assigned based on user department, team, and job function.

Authentication and Identity Management Policy

All access to information resources shall use an approved method of identification and authentication. All third-party service provider access to the Babel Street network and information systems must adhere to the same access restrictions as internal users.

Access rights shall be established, documented, and periodically reviewed based on business needs and external requirements. Access controls should consider:

- Security requirements given business needs, known threats, and vulnerabilities.
- Relevant legislative and regulatory requirements.
- Contractual obligations and service level agreements.
- Consistency across Babel Street's systems and networks.

Access control considerations include:

- The use of clearly stated rules and rights based on user profiles.
- Consistent management of access rights across information resources using an appropriate mix of logical (technical) and physical access controls.
- Segregation of access control roles including access request by the appropriate department, access authorization by the data owner, and access administration by the network administrator.
- Requirements for the formal authorization and timely removal of access rights.

Personnel

Personnel Security Policy

Information security responsibilities are to be followed by all staff who have access to Babel Street's information resources. All staff must acknowledge that they have read and understood Babel

Street's Security Policies. In addition, all staff shall receive annual security-related training. All staff must also sign a Babel Street Non-Disclosure Agreement prior to beginning work for Babel Street.

Code of Conduct

Employees, officers and directors must maintain the confidentiality of confidential information entrusted to them, including our suppliers and customers, except when disclosure is authorized by a supervisor or legally mandated. Unauthorized disclosure of any confidential information is prohibited. Additionally, employees should take appropriate precautions to ensure that confidential or sensitive business information, whether it is proprietary to the company or another company, is not communicated except to employees who have a need to know such information to perform their responsibilities.

Physical security of the operating environment

Security tools and procedures

As part of its core offering, Babel Street leverages Amazon Web Services to deliver its SaaS solution. Before reaching customer instances, network traffic passes through multiple layers of network protections. These include DDOS protection, isolated VLANs, and firewalls. Production environments are segmented from QA and other non-production environments.

In addition to its core infrastructure as defined above, Babel Street maintains its standard approach to secure practices. This is updated annually and includes its coverage of hardware, software, network monitoring protocol and procedure.

Monitoring and logging

Intrusion Detection and/or Prevention Systems must be deployed on all Production systems. These solutions shall be configured to alert personnel to potential information security events. Alerts and security events shall be reported and responded to. These solutions shall also be maintained with updated patches and signatures on a regular basis – at least weekly when available.