

## Aithon Services Agreement

Last Updated: 11/26/2025

This Services Agreement ("**Agreement**") is entered into as of the date of last signature on the applicable Order Form ("**Effective Date**") by and between Aithon Tech Inc, a Delaware corporation, having its principal place of business at 228 Park Ave S # 185800, New York, NY, 10003-1502 ("**Aithon**"); and the customer identified in the Order Form ("**Customer**").

For purposes of this Agreement, the term "Agreement" shall collectively include this Services Agreement, together with any and all Order Forms executed by the parties, and any exhibits, schedules, or attachments referenced herein or appended hereto. Within the Agreement, Aithon and Customer are each referred to as a "**Party**," and collectively the "**Parties**."

### **1. Definitions**

- 1.1. "Account" means Customer's account use to access the Services.
- 1.2. "Account Information" means information about Customer that Customer provides to Aithon in connection with the creation or administration of Customer's Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with Customer's Account.
- 1.3. "Aithon Content" means APIs, proofs of concept, templates, advice, information, programs (including credit programs) and any other Content made available by Aithon and our affiliates related to use of the Services and other related technology (including any of the foregoing that are provided by Aithon personnel). Aithon Content does not include the Services or Third-Party Content.
- 1.4. "Content" means software (including machine images), data, text, audio, video, or images.
- 1.5. "Customer Content" means Content that Customer or any End User transfers to Aithon for processing, storage or hosting by the Services in connection with a Customer Account. For example, Customer Content includes Content that Customer or any End User stores in the Services. Customer Content does not include Customer Account Information, Metadata, or any Deidentified Information.
- 1.6. "Deidentified" means information that has been aggregated or deidentified in such a way that it cannot reasonably be used to infer information about, or otherwise be linked to, a particular person or household.
- 1.7. "End User" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Services under Customer's account.
- 1.8. "Losses" means any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees).
- 1.9. "Metadata" means any data that describes, explains, or provides context regarding other data, Content, or information created, transmitted, stored, or processed by the Services. Metadata includes, without limitation: technical attributes (such as file name, size, format, creation date, modification date, and version history); descriptive information (such as titles, tags, keywords, and classifications); administrative details (such as ownership, authorship, access rights, and usage restrictions); and transactional or operational records (such as logs, timestamps, geolocation, and system-generated identifiers). For clarity, Metadata does not include Personal

Information nor the substantive content of the underlying data itself, but rather information that enables identification, management, organization, retrieval, or tracking of such content.

- 1.10. "Order Form" means a written or electronic document executed or accepted by Customer and Aithon that specifies the Services to be provided and any other commercial terms agreed between the Parties.
- 1.11. "Services" means the SaaS platform and associated online features and documentation provided by Aithon.
- 1.12. "Service Level Agreement" means all service level agreements referenced in Section 2.6 that Aithon offers with respect to the Services and post on Aithon's website, as they may be updated by us from time to time.
- 1.13. "Suggestions" means all suggested improvements, changes or feedback on to the Services or Aithon Content that Customer provides to Aithon, including automated feedback.
- 1.14. "Third Party Content" means Content made available to Customer by any third party on the Services.
- 1.15. "Term" means the term of this Agreement described in Section 6.1.
- 1.16. "Termination Date" means the effective date of termination provided in a notice from one Party to the other in accordance with Section 6.

## **2. Aithon Responsibilities.**

- 2.1. General. Customer may access and use Services in accordance with this Agreement. Service Level Agreements may apply to certain Services.
- 2.2. Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement and, if applicable, separate terms and conditions accompanying such Third-Party Content, which terms and conditions may include separate fees and charges.
- 2.3. Aithon Security. Without limiting Section 9 (Disclaimers) or Customer obligations under Section 3, Aithon will implement reasonable and appropriate measures designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure.
- 2.4. Data Privacy. To the extent Customer provides Personal Information to the Services, the terms of the Data Processing Addendum incorporated as Exhibit A shall apply.
- 2.5. Notice of Changes to the Services. Aithon may change or discontinue any of the Services from time to time. Aithon will provide Customer at least 12 months' prior notice before discontinuing a material functionality of a Service that Aithon makes generally available to customers and that Customer is using. Aithon will not be obligated to provide such notice under this Section 2.5 if the discontinuation is necessary to (a) address an emergency, or risk of harm to the Services or Aithon, (b) respond to claims, litigation, or loss of license rights related to third party intellectual property rights, or (c) comply with law, but should any of the preceding occur Aithon will provide Customer with as much prior notice as is reasonably practicable under the circumstances.
- 2.6. Service Level Agreements. Aithon will provide the Services in accordance with the Service Level Agreement ("SLA") available at [INSERT URL] which is incorporated herein by reference. The SLA sets forth the performance standards, measurement criteria, reporting obligations, and remedies applicable to the Services. In the event of any inconsistency between the terms of this Agreement

and the SLA, the terms of the SLA shall govern with respect to service performance standards, remedies, and reporting obligations, unless expressly stated otherwise in this Agreement.

- 2.7. Notice of Changes to the Service Level Agreements. Aithon may change, discontinue or add SLAs, provided, however, that Aithon will provide at least 90 days' advance notice for adverse changes to any SLA.

### **3. Customer Responsibilities**

- 3.1. Customer Accounts. Customer will comply with the terms of this Agreement and all laws, rules and regulations applicable to Customer's use of the Services. To access the Services, Customer must have an Account associated with a valid email address and a valid form of payment. Unless explicitly permitted by Aithon, Customer will only create one account per email address. Except to the extent caused by Aithon's breach of this Agreement, (a) Customer are responsible for all activities that occur under Customer's Account, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer's employees or a third party (including Customer's contractors, agents or End Users), and (b) Aithon and our affiliates are not responsible for unauthorized access to Customer's Account.
- 3.2. Customer Content. Customer are responsible for Customer Content. Customer will ensure that Customer Content and Customer's and End Users' use of Customer Content or the Services will not violate any applicable law.
- 3.3. Customer Security and Backup. Customer is responsible for properly configuring and using the Services and otherwise taking appropriate action to secure, protect and backup Customer's Account and Customer Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Customer Content from unauthorized access and routinely archiving Customer Content.
- 3.4. Log-In Credentials. Account log-in credentials generated by the Services are for Customer's internal use only and Customer will not sell, transfer or sublicense such credentials to any other entity or person.
- 3.5. End Users. Customer will be deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take related to this Agreement, Customer Content or use of the Services. Customer is responsible for End Users' use of Customer Content and the Services, and for their compliance with Customer obligations under this Agreement. If Customer becomes aware of any violation of Customer obligations under this Agreement caused by an End User, Customer will immediately suspend access to Customer Content and the Services by such End User. Aithon does not provide any support or services to End Users unless Aithon has a separate agreement with Customer or an End User obligating Aithon to provide such support or services.

### **4. Fees and Payment**

- 4.1. Fees. Customer shall pay the subscription fees set forth in the applicable Order Form.
- 4.2. Billing. Fees will be invoiced monthly in advance, unless otherwise specified in the Order Form.
- 4.3. Due Date. All invoices are due within thirty (30) days of the invoice date, unless otherwise agreed in writing.
- 4.4. Late Payments. Any past-due amounts may accrue interest at the rate of 2% per month or the maximum rate permitted by law, whichever is lower.

4.5. Taxes. Fees are exclusive of applicable taxes, and Customer is responsible for all sales, use, or similar taxes (excluding taxes based on Aithon's net income).

4.6. Non-Refundable. Except as expressly provided in this Agreement, all fees are non-refundable.

## **5. Temporary Suspension**

5.1. Generally. Aithon may suspend Customer's or any End User's right to access or use any portion or all of the Services immediately upon notice to Customer if Aithon reasonably determines:

5.1.1. Customer or an End User's use of the Services (i) poses a security risk to the Services or any third party, (ii) could adversely impact Aithon systems, the Services or the systems or Content of any other Aithon customer, (iii) could subject Aithon, our affiliates, or any third party to liability, or (iv) could be fraudulent;

5.1.2. Customer is, or any End User is, in material breach of this Agreement;

5.1.3. Customer is in breach of Customer's payment obligations under Section 4; or

5.1.4. Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer's assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

5.2. Effect of Suspension. If Aithon suspends Customer's right to access or use any portion or all of the Services:

5.2.1. Customer will be responsible for all fees and charges Customer incur during the period of suspension that Aithon bills to Customer; and

5.2.2. Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

## **6. Term; Termination**

6.1. Term. The term of this Agreement and any Order Form which incorporates this Agreement will commence on the Effective Date and will remain in effect for the duration of the Subscription Term and each Renewal Term (collectively, the "**Term**") or until terminated under this Section 6. Any notice of termination of an Order Form by either Party to the other must include a Termination Date that complies with the notice periods in Section 6.2.

6.2. Termination.

6.2.1. Termination for Convenience. Customer may terminate an Order Form for any reason by providing Aithon notice and closing Customer's Account for all Services for which Aithon provides an account closing mechanism. Aithon may terminate any or all Order Forms for any reason by providing Customer at least 30 days' advance notice.

6.2.2. Termination for Cause.

6.2.2.1. By Either Party. Either Party may terminate this Agreement for cause if the other Party is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of notice by the other Party. No later than the Termination Date, Customer will close Customer's Account.

6.2.2.2. By Aithon. Aithon may also terminate this Agreement immediately upon notice to Customer:

6.2.2.2.1.1. for cause if Aithon has the right to suspend under Section 5 and the issue giving Aithon the right to suspend either:

6.2.2.2.1.2. is not capable of being remedied; or

6.2.2.2.1.3. has not been remedied within 30 days of Aithon suspending Customer's service under Section 5.1;

6.2.2.3. if Aithon's relationship with a third-party partner who provides software or other technology Aithon use to provide the Services expires, terminates or requires Aithon to change the way Aithon provides software or other technology as part of the Services; or

6.2.2.4. in order to comply with the law or requests of governmental entities.

### 6.3. Effect of Termination.

6.3.1. Generally. Upon the Termination Date:

6.3.1.1. If this Agreement is terminated, all Order Forms which incorporate this Agreement are also terminated.

6.3.1.2. except as provided in Sections 6.3.1.5 and 6.3.2, all Customer rights under this Agreement immediately terminate;

6.3.1.3. Customer remains responsible for all fees and charges Customer has incurred through the Termination Date and are responsible for any fees and charges Customer incur during the post-termination period described in Section 6.3.2 that Aithon bills to Customer;

6.3.1.4. Customer will immediately return or, if instructed by us, destroy all Aithon Content in Customer's possession; and

6.3.1.5. Sections 3.1, 4, 6.3, 7 (except Section 7.3), 8, 9, 10, and 11 will continue to apply in accordance with their terms.

6.3.2. Post-Termination. Unless Aithon terminates Customer's use of the Services pursuant to Section 6.2.2, during the 30 days following the Termination Date:

6.3.2.1. Aithon will not take action to remove from the Services any Customer Content as a result of the termination; and

6.3.2.2. Aithon will allow Customer to retrieve Customer Content from the Services only if Customer has paid all amounts due under this Agreement.

6.4. For any use of the Services after the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees at the rates specified in the Order Form.

## 7. Proprietary Rights

7.1. Customer Content. Except as provided in this Section 7, Aithon obtain no rights under this Agreement from Customer (or Customer's licensors) to Customer Content or Customer Metadata. Customer consents to (i) Aithon's use of Customer Content and Metadata to provide the Services to Customer and any End Users, and (ii) Aithon's creation and use of Deidentified Information from Customer Content and Customer Metadata.

7.2. Adequate Rights. Customer represents and warrants to Aithon that: (a) Customer or Customer's licensors own all right, title, and interest in and to Customer Content and Suggestions; (b)

Customer have all rights in Customer Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) none of Customer Content or End Users' use of Customer Content or the Services will violate the Acceptable Use Policy available at [INSERT URL].

- 7.3. Restrictions. Notwithstanding any restrictions in the Acceptable Use Policy, neither Customer nor any End User will use Aithon Content or Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User will, or will attempt to (a) reverse engineer, disassemble, or decompile the Services or Aithon Content or apply any other process or procedure to derive the source code of any software included in the Services or Aithon Content (except to the extent applicable law doesn't allow this restriction), (b) access or use the Services or Aithon Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or Aithon Content. Customer will not imply any relationship or affiliation between Aithon and Customer except as expressly permitted by this Agreement.
- 7.4. Suggestions. If Customer provide any Suggestions to Aithon or our affiliates, Aithon and our affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assign to Aithon all right, title, and interest in and to the Suggestions and agree to provide Aithon any assistance Aithon require to document, perfect, and maintain Aithon's rights in the Suggestions.
- 7.5. Training. Aithon will not use Customer Content to train the Services unless directed by Customer, in which case Customer may direct Aithon to only train on Deidentified Customer Content. Aithon may use Metadata to train and improve the services. As between Aithon and Customer, Aithon will own all right and title to any training or improvements to the Services.

## **8. Intellectual Property**

- 8.1. License. As between Aithon (or its licensors) and Customer, Aithon or its licensors own all right, title, and interest in and to the Services, Aithon Content, and all related technology and intellectual property rights. Subject to the terms of the Agreement, Aithon grants you a limited, royalty-free, revocable, non-exclusive, non-sublicensable, non-transferrable license to copy and use the Aithon Content solely in connection with your permitted use of the Services during the Term ("**IP License**"). No other entity is entitled to or purports to grant or procure the grant of this IP License. Except as expressly provided in this Section, Customer obtains no other rights under the Agreement or this IP License from Aithon, its affiliates or suppliers to the Services and Aithon Content, including any related intellectual property rights. Some Aithon Content and Third-Party Content may be provided to you under a separate license, such as open source licenses. In the event of a conflict between this IP License and any separate license, the separate license will prevail with respect to the Aithon Content or Third-Party Content that is the subject of such separate license.
- 8.2. License Restriction. Neither Customer nor any End User will use the Services or Aithon Content in any manner or for any purpose other than as expressly permitted by this IP License and the Agreement. Neither Customer nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Services or Aithon Content (except to the extent such Content is provided to you under a separate license that expressly permits the creation of derivative works), or (b) sublicense the Services or Aithon Content. These license restrictions will continue to apply following the termination of this License.

## **9. Disclaimer**

- 9.1. THE SERVICES AND AITHON CONTENT ARE PROVIDED “AS IS.” EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, LIMITED OR WAIVED, AITHON AND OUR AFFILIATES AND LICENSORS (A) MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICES OR AITHON CONTENT OR THE THIRD-PARTY CONTENT, AND (B) DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (I) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (II) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (III) THAT THE SERVICES OR AITHON CONTENT OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND (IV) THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.

## **10. Indemnity**

- 10.1. General. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Aithon, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any Losses arising out of or relating to any third-party claim concerning: (a) Customer’s or any End Users’ use of the Services (including any activities under your Customer Account and use by Customer employees and personnel); (b) breach of this Agreement or violation of applicable law by Customer, End Users or Customer Content; or (c) a dispute between Customer and any End User. Customer will reimburse Aithon for reasonable attorneys’ fees, as well as Aithon’s employees’ and contractors’ time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (a) through (c) above at Aithon’s then-current hourly rates.
- 10.2. Intellectual Property. Subject to the limitations in this Section 10, Customer will defend Aithon, its affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any Customer Content infringes or misappropriates that third party’s intellectual property rights, and will pay the amount of any adverse final judgment or settlement.
- 10.3. Process. The obligations under this Section 10 will apply only if the Aithon: (a) gives Customer prompt written notice of the claim; (b) permits Customer to control the defense and settlement of the claim; and (c) reasonably cooperates with Customer (at Customer’s expense) in the defense and settlement of the claim. In no event will Customer agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of Aithon.

## **11. Limitation of Liability**

- 11.1. Liability Disclaimers. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 4, NEITHER AITHON NOR CUSTOMER, NOR ANY OF AITHON’S AFFILIATES OR LICENSORS, WILL HAVE LIABILITY TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICES OR AITHON CONTENT (THIS DOES NOT LIMIT ANY SERVICE CREDITS UNDER SERVICE LEVEL AGREEMENTS).
- 11.2. Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS UNDER SECTION 4, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AITHON OR CUSTOMER, AND ANY OF AITHON’S RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER

TO AITHON UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE; EXCEPT THAT NOTHING IN THIS SECTION 11 WILL LIMIT (A) CUSTOMER'S OBLIGATION TO PAY AITHON FOR CUSTOMER'S USE OF THE SERVICES PURSUANT TO SECTION 3, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, OR (B) ANY PARTY'S LIABILITY TO THE EXTENT SUCH LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW.

## **12. Miscellaneous**

- 12.1. Assignment. Customer will not assign or otherwise transfer this Agreement or any of Customer's rights and obligations under this Agreement, without Aithon's prior written consent. Any assignment or transfer in violation of this Section 12.1 will be void. Aithon may assign this Agreement without Customer consent (a) in connection with a merger, acquisition or sale of all or substantially all of Aithon's assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for Aithon as a party to this Agreement and Aithon is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the Parties and their respective permitted successors and assigns.
- 12.2. Entire Agreement. This Agreement is the entire agreement between Customer and Aithon regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Aithon, whether written or verbal, regarding the subject matter of this Agreement.
- 12.3. Force Majeure. Except for payment obligations, neither Party nor any of their affiliates will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outages, utilities or other telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 12.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws principles. The Parties agree that any action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in New York, and each Party hereby consents to the jurisdiction of such courts.
- 12.5. Independent Contractors; Non-Exclusive Rights. Aithon and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.
- 12.6. Confidentiality. Customer may use Aithon Confidential Information only in connection with Customer's use of the Services or Aithon Content as permitted under this Agreement. Customer will not disclose Aithon Confidential Information during the Term. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Aithon Confidential Information, including, at a minimum, those measures Customer takes to protect Customer's own confidential information of a similar nature. This provision is intended to supplement, and not to supersede or conflict with, any nondisclosure agreements previously executed between the Parties. In the event of any inconsistency, the terms of such nondisclosure agreements shall govern with respect to the subject matter therein.



- 12.7. Publicity. Customer will not issue any press release or make any other public communication or public statements with respect to this Agreement or Customer's use of the Services or Aithon Content, including use of the Aithon name or trademarks on Customer's website, without Aithon's prior written consent.
- 12.8. Notice.
- 12.8.1. To Customer. Aithon may provide any notice to you under this Agreement by (i) posting a notice on Aithon's website; or (ii) sending a message to the email address then associated with Customer's Account. Notices Aithon provide by posting on the Aithon website will be effective upon posting and notices Aithon provide by email will be effective when Aithon send the email. It is Customer's responsibility to keep Customer's email address current. Customer will be deemed to have received any email sent to the email address then associated with Customer's Account when Aithon sent the email, whether or not Customer actually receive the email.
- 12.8.2. To Aithon. To give Aithon notice under this Agreement, Customer must contact Aithon by contacting [customers@aithon.ai](mailto:customers@aithon.ai). We may update the email address for notices to Aithon by complying with Section 12.8.1 above.
- 12.9. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 12.10. No Waivers. The failure by Aithon to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit Aithon's right to enforce such provision at a later time. All waivers by Aithon must be in writing to be effective.
- 12.11. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.
- 12.12. Modifications to the Agreement. Aithon may modify this Agreement at any time by posting a revised version on the Aithon website or by otherwise notifying you in accordance with Section 12.8. The modified terms will become effective upon posting or, if Aithon notifies you by email, as stated in the email message. By continuing to use the Services or Aithon Content after the effective date of any modifications to this Agreement, Customer agree to be bound by the modified terms. It is Customer's responsibility to check the Aithon website regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

### **Exhibit A – Data Processing Addendum**

This Data Processing Addendum (“**Addendum**”) is entered into by and between Customer and Aithon and is effective as of Effective Date of the Agreement. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

The parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement.

- 1. Definitions.** For purposes of this Addendum, the following terms will have the meanings set forth below. Capitalized terms used but not otherwise defined in this Addendum will have the meaning given to them in the Agreement.
  - 1.1. “Affiliate”** means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with, either Customer or Aithon respectively. “Control,” for purposes of this definition, means 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.
  - 1.2. “Customer Personal Data”** means any Personal Data received by Aithon or a Subprocessor on behalf of Customer in connection with the Agreement, or any Personal Data created or otherwise Processed by Aithon or Subprocessor pursuant to the Agreement.
  - 1.3. “Data Protection Laws”** means any and all laws, rules and regulations related to privacy, security, data protection, and/or the Processing of Personal Data, in any relevant jurisdiction, each as amended, replaced or superseded from time to time.
  - 1.4. “Data Subject”** means the identified or identifiable person to whom Personal Data relates.
  - 1.5. “Deidentified Information”** means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Data Subject.
  - 1.6. “Personal Data”** means (a) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household; and (b) any information defined as “personal data”, “personal information,” or other similar terms under applicable Data Protection Laws.
  - 1.7. “Personal Data Breach”** means (a) the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to, Customer Personal Data transmitted, stored or otherwise Processed by Aithon or any Subprocessor.
  - 1.8. “Processing”** means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction. The terms “Process”, “Processes” and “Processed” will be construed accordingly.
  - 1.9. “Processor”** means any person or entity which Processes Customer Personal Data, including as applicable any “Aithon” or “contractor” as those terms are defined by applicable Data Protection Laws.
  - 1.10. “Regulator”** means any independent public authority, government agency, and any similar regulatory authority responsible for the enforcement of Data Protection Laws.

- 1.11. “Subprocessor”** means any Processor (including any third party and any Aithon Affiliate) appointed by or on behalf of Aithon who may Process Customer Personal Data.

## **2. Processing of Personal Data**

- 2.1.** Subject to Aithon’s compliance with this Addendum, Customer agrees to make Customer Personal Data available to Aithon for the limited and specified purpose of providing the Services as contemplated by the Agreement. The subject-matter and details of Aithon’s Processing (including the duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects) are set forth in **Exhibit 1** attached to this Addendum.
- 2.2.** Aithon acknowledges and agrees that, with regard to the Processing of Customer Personal Data, Aithon is acting as a Processor. Aithon further certifies that Aithon (a) understands the obligations and restrictions imposed on it by applicable Data Protection Laws in its role as a Processor; (b) will comply with all such obligations, including providing the same level of privacy protection as required by applicable Data Protection Laws; and (c) will notify Customer immediately if Aithon determines it can no longer meet its obligations under applicable Data Protection Laws or this Addendum. Customer reserves the right to take reasonable and appropriate steps to help ensure that Aithon Processes Customer Personal Data in a manner consistent with Customer’s obligations under Data Protection Laws, including without limitation, the right upon notice to stop and remediate any unauthorized Processing of Customer Personal Data.
- 2.3.** Aithon will only Process Customer Personal Data on behalf of Customer (a) to the extent, and in such a manner, as is necessary for the purposes of fulfilling its obligations under the Agreement; and (b) in accordance with the terms of the Agreement and this Addendum, which together constitute Customer’s instructions. The restrictions set forth in this section shall not restrict Aithon’s ability to Process Customer Personal Data where required to do so by applicable laws to which Aithon is subject; provided, however, Aithon shall promptly notify Customer of such legal requirement before Processing, unless such law prohibits such notification. Aithon will immediately inform Customer if, in Aithon’s opinion, a Processing instruction violates applicable Data Protection Laws.
- 2.4.** Without limiting Aithon’s obligations under Section 2.3, Aithon will not:
- 2.4.1. retain, use, or disclose Customer Personal Data for any purpose other than to perform its obligations under the Agreement, which for the avoidance of doubt prohibits Aithon from retaining, using, or disclosing Customer Personal Data outside of the direct business relationship with Customer or for any other purpose;
  - 2.4.2. “sell” or “share” (as those terms are defined by applicable Data Protection Laws) Customer Personal Data; or
  - 2.4.3. combine Customer Personal Data with Personal Data Aithon receives from or on behalf of another person or entity or collects from its own interactions with a Data Subject except to perform a business purpose as defined in regulations adopted pursuant to Cal. Civ. Code 1798.185(a)(10).
- 2.5.** If Aithon receives Deidentified Information from Customer, or creates Deidentified Information at Customer’s instruction, Aithon will (a) take reasonable measures to ensure the Deidentified Information cannot be associated with a Data Subject or household, (b)

publicly commit to maintain and use the Deidentified Information in deidentified form, and (c) not attempt to reidentify the Deidentified Information except for the sole purpose of determining whether the Aithon's deidentification processes satisfy the requirements of applicable Data Protection Laws.

3. **Aithon Personnel.** Aithon will take reasonable steps to ensure that access to Customer Personal Data is limited to those of its Affiliates, employees, agents, and subcontractors who (a) have a need to know or otherwise access Customer Personal Data to enable Aithon to perform its obligations under the Agreement and this Addendum, and (b) who are bound in writing by confidentiality obligations sufficient to protect the confidentiality of Customer Personal Data in accordance with the terms of this Addendum.
4. **Security.** Aithon will implement and maintain appropriate technical and organizational safeguards to protect Customer Personal Data that are no less rigorous than accepted industry standards for information security and will ensure that all such safeguards comply with applicable Data Protection Laws. In assessing the appropriate level of security, Aithon will take into account the risks that are presented by Processing, in particular from accidental, unauthorized, or unlawful destruction, loss, alteration, damage, disclosure of, or access to Customer Personal Data transmitted, stored, or otherwise Processed.
5. **Personal Data Breach.** In the event of a Personal Data Breach impacting Customer Personal Data, Aithon will (a) notify Customer without undue delay, after Aithon or any Subprocessor becomes aware of such Personal Data Breach; (b) provide Customer with sufficient details of the Personal Data Breach to allow Customer to meet any obligations under Data Protection Laws to report or inform Data Subjects or relevant Regulators of the Personal Data Breach; and (c) cooperate, and require any Subprocessor to cooperate, with Customer in the investigation, mitigation, and remediation of any such Personal Data Breach.
6. **Subprocessors**
  - 6.1. Aithon may engage any Subprocessor provided Aithon notifies Customer prior to the engagement of the Subprocessor. Customer may object to the use of such Subprocessor within 10 days of receipt of notification.
  - 6.2. With respect to any authorized Subprocessor, Aithon will:
    - 6.2.1. enter into a written agreement with each Subprocessor containing the same obligations imposed on Aithon under this Addendum and applicable Data Protection Laws with respect to Customer Personal Data; and
    - 6.2.2. remain fully liable to Customer for the acts or omissions of its Subprocessors.
7. **Data Subject Rights**
  - 7.1. Aithon will promptly notify Customer if it receives a request from a Data Subject regarding Customer Personal Data, including a request by a Data Subject to exercise a right under Data Protection Laws.
  - 7.2. Aithon will assist Customer in fulfilling Customer's obligations to respond to such requests, including at minimum, maintaining the ability to access, modify, remove from Processing, or irrevocably delete or destroy the Personal Data of an individual Data Subject when requested by Customer.

## **8. Deletion or Return of Customer Personal Data**

- 8.1.** At any time during the term of the Agreement at Customer's request, or upon the termination or expiration of the Agreement for any reason, Aithon will, and will instruct all Subprocessors to, promptly (a) return to Customer all copies of Customer Personal Data in its possession, or the possession of such Subprocessor, or (b) delete and procure the deletion of all other copies of Customer Personal Data Processed by Aithon or any Subprocessor. Aithon will comply with all reasonable directions provided by Customer with respect to the return or deletion of Customer Personal Data.
- 8.2.** Notwithstanding Section 8.1 above, Aithon may retain Customer Personal Data if required by applicable Data Protection Laws, but only to the extent and for such period as required by such legal requirement. Aithon will notify Customer in writing if it believes that such a legal requirement exists. If required by law to retain Customer Personal Data, Aithon will continue to ensure the security and confidentiality of such Customer Personal Data and only Process such Customer Personal Data as necessary for the purpose specified in the applicable Data Protection Laws requiring such storage.

## **9. Compliance and Audits**

- 9.1.** Upon Customer's request, Aithon will provide such assistance as Customer reasonably requires in ensuring compliance with Customer's obligations under applicable Data Protection laws, including but not limited to any data protection impact assessments and any prior consultations with any Regulator where required.
- 9.2.** In addition to any audit rights Customer may have under the Agreement, Aithon will make available to Customer all information necessary to demonstrate Aithon's compliance with this Addendum, as well as any applicable Data Protection Laws, and will allow for and contribute to audits in order to assess Aithon's compliance.
- 9.3.** Aithon will notify Customer if it determines (a) it is not in compliance with this Agreement or Data Protection Law, or (b) it can no longer meet its obligations under this Agreement or Data Protection Law.

## **10. International Data Transfers**

- 10.1.** If the Processing (including storage) of Customer Personal Data involves the transfer of Customer Personal Data from the European Economic Area ("EEA") to a jurisdiction outside of the EEA where the transfer would be prohibited by Data Protection Laws in the absence of standard contractual clauses or another adequate transfer mechanism as approved by the European Commission, the parties agree that such transfer(s) will be carried out in accordance with and subject to the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 ("EU SCCs") as set out in **Exhibit 3** attached to this Addendum. To the extent there is any conflict between this Addendum and the EU SCCs, the terms of the EU SCCs will prevail.
- 10.2.** If the Processing (including storage) of Customer Personal Data involves the transfer of Customer Personal Data from the United Kingdom ("UK") to a jurisdiction outside of the UK where the transfer would be prohibited by Data Protection Laws in the absence of standard

contractual clauses or another adequate transfer mechanism as approved by the UK Information Commissioners Office (“ICO”), the Parties agree that such transfer(s) will be carried out in accordance with and subject to the International Data Transfer Agreement A1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022 (“UK IDTA”) as set out in **Exhibit 4** attached to this Addendum. To the extent there is any conflict between this Addendum and the UK IDTA, the terms of the UK IDTA will prevail.

- 10.3.** If the Processing (including storage) of Customer Personal Data involves the transfer of Customer Personal Data from Switzerland to a jurisdiction outside of Switzerland where the transfer would be prohibited by Data Protection Laws in the absence of standard contractual clauses or another adequate transfer mechanism as approved by the Swiss Federal Data Protection and Information Commissioner (“FDPIC”), the parties agree that such transfer(s) will be carried out in accordance with and subject to the EU SCCs as amended by the Addendum to the EU SCCs attached hereto as **Exhibit 5**.
- 11.** Insofar as the Agreement involves the transfer of Customer Personal Data from any other jurisdiction where applicable Data Protection Laws requires that additional steps, or safeguards, be imposed before the data can be transferred to a second jurisdiction, Aithon agrees to cooperate with Customer to take appropriate steps to comply with applicable Data Protection Laws.
- 12. Changes in Data Protection Laws.** If any variation is required to this Addendum as a result of a change in or subsequently applicable Data Protection Laws, the parties agree to discuss and negotiate in good faith any variations to this Addendum necessary to address such changes, with a view to agreeing and implementing those or alternative variations as soon as practicable.
- 13. Conflict.** In the event of any conflict between the Agreement and this Addendum, this Addendum will govern with respect to the subject matter of this Addendum.

## **Exhibit 1 – Details of Processing**

### **1. Subject Matter of Processing**

The subject-matter of Processing of Customer Personal Data by Aithon is the performance of the Services pursuant to the Agreement.

### **2. Nature and Purpose of Processing**

Customer Personal Data will be Processed as necessary to perform the Services pursuant to the Agreement and will be subject to the processing activities described in any Order Form that makes reference to, is incorporated under, or is subject to the Agreement.

### **3. Duration of Processing**

Subject to section 9 of the Addendum, Aithon will Process Customer Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

### **4. Categories of Data Subjects**

The types of Data Subject shall be as is contemplated or related to the Processing described in any Order Form that makes reference to, is incorporated under, or is subject to the Agreement.

### **5. Types of Personal Data**

The types of Customer Personal Data shall be as is contemplated or related to the Processing described in any Order Form that makes reference to, is incorporated under, or is subject to the Agreement.

## **Exhibit 2**

### ***Description of Technical and Organizational Security Measures***

Aithon will implement and maintain appropriate technical and organizational measures to meet its obligations under applicable Data Protection Laws. For example, Aithon will:

- inform all employees that Customer Personal Data is confidential and subject to contractual and legal protections;
- instruct employees to access or display Customer Personal Data only in secure locations;
- require that all devices used to store or transfer Customer Personal Data are encrypted and subject to a strong password policy that requires a password at initial startup and upon waking from sleep;
- require multi-factor authorization and other account protection as available;
- prohibit employees from using portable drives to hold Customer Personal Data;
- protect servers behind a firewall and perform vulnerability tests at least biweekly, remediating every 30 days;
- use reasonable technical and organizational measures to ensure that Customer Personal Data is (i) encrypted when in transit and at rest in a manner designed to prevent access by third parties without appropriate credentials (including government agencies); and (ii) anonymized or pseudonymized where appropriate in light of the purposes of the relevant Processing activities; and
- only transfer Customer Personal Data using unique and randomly generated links for sharing files, which automatically expire at a maximum of 10 days.



### Exhibit 3 – Standard Contractual Clauses - Controller to Processor

The parties hereby agree that they will comply with the EU Standard Contractual Clauses: Module 2, which are incorporated herein by reference, a copy of which can be found at [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en). The Parties agree that the following terms apply:

1. **Clause 7:** The Parties have chosen not to include Clause 7.
2. **Clause 9(a):** The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least 10 days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.
3. **Clause 11(a):** The Parties do not incorporate the optional language allowing a data subject to lodge a complaint with an independent dispute resolution body at no cost to the data subject.
4. **Clause 13(a):** The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.
5. **Clause 17:** These Clauses shall be governed by the law of one of the EU Member States, provided such law allows for third-party beneficiary rights. The Parties agree that this shall be the law of Ireland.
6. **Clause 18(b):** The Parties agree that those shall be the courts of Ireland.

**ANNEX I TO THE STANDARD CONTRACTUAL CLAUSES**

**A. LIST OF PARTIES**

**Data exporter(s):**

<b>Name:</b>	<b>Customer</b>
<b>Address:</b>	Refer to Signatories of the Order Form
<b>Contact person's name, position and contact details:</b>	Refer to Signatories of the Order Form
<b>Activities relevant to the data transferred under these Clauses:</b>	For internal business purposes and the provision of Services to Customer under the Agreement.
<b>Signature and date:</b>	Refer to Signatories of the Agreement
<b>Role (controller/processor):</b>	Controller

**Data importer(s):**

<b>Name:</b>	<b>Aithon</b>
<b>Address:</b>	Refer to Signatories of the Order Form
<b>Contact person's name, position and contact details:</b>	Refer to Signatories of the Agreement
<b>Activities relevant to the data transferred under these Clauses:</b>	For internal business purposes and the provision of Services to Customer under the Agreement.
<b>Signature and date:</b>	Refer to Signatories of the Agreement
<b>Role (controller/processor):</b>	Processor.

**B. DESCRIPTION OF TRANSFER**

*Refer to Exhibit 1 of this Addendum.*

**C. COMPETENT SUPERVISORY AUTHORITY**

Ireland

**ANNEX II TO THE STANDARD CONTRACTUAL CLAUSES –**  
**TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND**  
**ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA**

*A description of the technical and organisational measures implemented by the data importer(s) is set forth in Exhibit 2 of the Addendum.*

## Exhibit 4 – UK International Data Transfer Agreement

### Part 1: Tables

Table 1: Parties and signatures

<b>Start date</b>	The Effective Date of the Agreement	
<b>The Parties</b>	<b>Exporter (who sends the Restricted Transfer)</b>	<b>Importer (who receives the Restricted Transfer)</b>
<b>Parties' details</b>	Customer	Aithon
<b>Key Contact</b>	Refer to Signatories of the Order Form	Refer to Signatories of the Order Form
<b>Importer Data Subject Contact</b>	Refer to Signatories of the Order Form	Refer to Signatories of the Order Form
<b>Signatures confirming each Party agrees to be bound by this IDTA</b>	Refer to Signatories of the Order Form	Refer to Signatories of the Order Form

Table 2: Transfer Details

<b>UK country's law that governs the IDTA:</b>	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>Primary place for legal claims to be made by the Parties</b>	<input checked="" type="checkbox"/> England and Wales <input type="checkbox"/> Northern Ireland <input type="checkbox"/> Scotland
<b>The status of the Exporter</b>	In relation to the Processing of the Transferred Data: <input checked="" type="checkbox"/> Exporter is a Controller <input type="checkbox"/> Exporter is a Processor or Sub-Processor
<b>The status of the Importer</b>	In relation to the Processing of the Transferred Data:

	<input type="checkbox"/> Importer is a Controller <input checked="" type="checkbox"/> Importer is the Exporter's Processor or Sub-Processor <input type="checkbox"/> Importer is <b>not</b> the Exporter's Processor or Sub-Processor (and the Importer has been instructed by a Third Party Controller)
<b>Whether UK GDPR applies to the Importer</b>	<input checked="" type="checkbox"/> UK GDPR applies to the Importer's Processing of the Transferred Data <input type="checkbox"/> UK GDPR does not apply to the Importer's Processing of the Transferred Data
<b>Linked Agreement</b>	<p><b>If the Importer is the Exporter's Processor or Sub-Processor</b> – the agreement(s) between the Parties which sets out the Processor's or Sub-Processor's instructions for Processing the Transferred Data:</p> <p>Name of agreement: Data Processing Addendum (the "Addendum")</p> <p>Date of agreement: Effective Date</p> <p>Parties to the agreement: Customer and Aithon</p> <p>Reference (if any): N/A</p> <p><b>Other agreements</b> – any agreement(s) between the Parties which set out additional obligations in relation to the Transferred Data, such as a data sharing agreement or service agreement:</p> <p>Name of agreement: N/A</p> <p>Date of agreement: N/A</p> <p>Parties to the agreement: N/A</p> <p>Reference (if any): N/A</p> <p><b>If the Exporter is a Processor or Sub-Processor</b> – the agreement(s) between the Exporter and the Party(s) which sets out the Exporter's instructions for Processing the Transferred Data:</p> <p>Name of agreement: N/A</p> <p>Date of agreement: N/A</p> <p>Parties to the agreement: N/A</p> <p>Reference (if any): N/A</p>
<b>Term</b>	<p>The Importer may Process the Transferred Data for the following time period:</p>

	<input checked="" type="checkbox"/> the period for which the Linked Agreement is in force  <input type="checkbox"/> time period:  <input type="checkbox"/> (only if the Importer is a Controller or not the Exporter's Processor or Sub-Processor) no longer than is necessary for the Purpose.
<b>Ending the IDTA before the end of the Term</b>	<input checked="" type="checkbox"/> the Parties cannot end the IDTA before the end of the Term unless there is a breach of the IDTA or the Parties agree in writing.  <input type="checkbox"/> the Parties can end the IDTA before the end of the Term by serving: <span style="background-color: #cccccc; padding: 0 10px;"> </span> months' written notice, as set out in Section <b>Error! Reference source not found.</b> (How to end this IDTA without there being a breach).
<b>Ending the IDTA when the Approved IDTA changes</b>	<p>Which Parties may end the IDTA as set out in Section <b>Error! Reference source not found.</b>:</p> <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
<b>Can the Importer make further transfers of the Transferred Data?</b>	<input checked="" type="checkbox"/> The Importer MAY transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section <b>Error! Reference source not found.</b> (Transferring on the Transferred Data).  <input type="checkbox"/> The Importer MAY NOT transfer on the Transferred Data to another organisation or person (who is a different legal entity) in accordance with Section <b>Error! Reference source not found.</b> (Transferring on the Transferred Data).
<b>Specific restrictions when the Importer may transfer on the Transferred Data</b>	<p>The Importer MAY ONLY forward the Transferred Data in accordance with Section <b>Error! Reference source not found.</b>:</p> <input type="checkbox"/> if the Exporter tells it in writing that it may do so. <input type="checkbox"/> to: <span style="background-color: #cccccc; padding: 0 10px;"> </span> <input type="checkbox"/> to the authorised receivers (or the categories of authorised receivers) set out in: <input checked="" type="checkbox"/> there are no specific restrictions.
<b>Review Dates</b>	<p>First review date: Effective Date of the Addendum</p> <p>The Parties must review the Security Requirements at least once:</p>

	<input type="checkbox"/> each <input type="text"/> month(s) <input type="checkbox"/> each quarter <input type="checkbox"/> each 6 months <input type="checkbox"/> each year <input type="checkbox"/> each <input type="text"/> year(s) <input checked="" type="checkbox"/> each time there is a change to the Transferred Data, Purposes, Importer Information, TRA or risk assessment, to the extent that Importer is made aware of such changes; Importer will conduct a review at the time of contract renewal
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**Table 3: Transferred Data**

<b>Transferred Data</b>	<p>The personal data to be sent to the Importer under this IDTA consists of that data outlined in Exhibit 1 of the Addendum.</p> <p>The categories of Transferred Data will update automatically if the information is updated in the Linked Agreement referred to.</p>
<b>Special Categories of Personal Data and criminal convictions and offences</b>	<p>The Transferred Data includes data relating to that data outlined in Exhibit 1 of the Addendum.</p> <p>The categories of special category and criminal records data will update automatically if the information is updated in the Linked Agreement referred to.</p>
<b>Relevant Data Subjects</b>	<p>The Data Subjects of the Transferred Data are those data subjects outlined in Exhibit 1 of the Addendum.</p> <p>The categories of Data Subjects will update automatically if the information is updated in the Linked Agreement referred to.</p>
<b>Purpose</b>	<p>The Importer may Process the Transferred Data for the purposes set out in the Addendum. The purposes will update automatically if the information is updated in the Linked Agreement referred to.</p>

**Table 4: Security Requirements**

<b>Security of Transmission</b>	<p>As set out in Exhibit 2 of the Addendum.</p>
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<b>Security of Storage</b>	As set out in Exhibit 2 of the Addendum.
<b>Security of Processing</b>	As set out in Exhibit 2 of the Addendum.
<b>Organisational security measures</b>	As set out in Exhibit 2 of the Addendum.
<b>Technical security minimum requirements</b>	As set out in Exhibit 2 of the Addendum.
<b>Updates to the Security Requirements</b>	The Security Requirements will update automatically if the information is updated in the Linked Agreement referred to.

## Part 2: Extra Protection Clauses

<b>Extra Protection Clauses:</b>	N/A
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## Part 3: Commercial Clauses

<b>Commercial Clauses</b>	Commercial Clauses are not used
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## Part 4: Mandatory Clauses

<b>Mandatory Clauses</b>	Part 4: Mandatory Clauses of the Approved IDTA, being the template IDTA A.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 <b>Error! Reference source not found.</b> of those Mandatory Clauses.
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## **Exhibit 5 – Addendum to the EU SCCs**

In accordance with guidance issued by the Swiss Federal Data Protection and Information Commissioner (FDPIC) titled “The transfer of personal data to a country with an inadequate level of data protection based on recognised standard contractual clauses and model contracts,” dated 27 August 2021, the parties hereby agree to adopt the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council annexed to the European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the “EU SCCs”) as adapted by this Addendum in order to comply with Swiss legislation and thus be suitable for ensuring an adequate level of protection for data transfers from Switzerland to a third country in accordance with Article 6 paragraph 2 letter a of the Federal Act on Data Protection (“FADP”).

### **1. Selected SCCs, Modules and Selected Clauses**

The version of the EU SCCs which this Addendum is appended to, detailed below:

Reference (if any): Module 2 of the EU SCCs as set forth in Exhibit 3 of the Data Processing Addendum.

### **2. Amendments to the EU SCCs**

The following amendments are hereby made to the EU SCCs in order for the EU SCCs to comply with Swiss legislation and thus be suitable for ensuring an adequate level of protection for data transfers from Switzerland to a third country in accordance with Article 6 paragraph 2 letter a FADP.

- 2.1 Competent supervisory authority in Annex I.C under Clause 13:** The competent supervisory authority shall be the FDPIC, insofar as the data transfer is governed by the FADP; and shall be the EU authority referenced in Annex I.C insofar as the data transfer is governed by the GDPR.
- 2.2 Applicable law for contractual claims under Clause 17:** Applicable law for contractual claims under Clause 17 shall be Swiss law or the law of a country that allows and grants rights as a third party beneficiary for contractual claims regarding data transfers pursuant to the FADP; law of an EU member state for those according to the GDPR (free choice for Module 4)
- 2.3 Place of jurisdiction for actions between the parties pursuant to Clause 18 b:** Free choice for actions concerning data transfers pursuant to the FADP; court of an EU member state for actions concerning data transfers pursuant to the GDPR.
- 2.4 Adjustments or additions concerning the place of jurisdiction for actions brought by data subjects:** The term “member state” shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c).

**Adjustments or additions regarding references to the GDPR:** References to the GDPR should be understood as references to the FADP insofar as the data transfers are subject to the FADP.