

## ALEXI DATA PROCESSING ADDENDUM

In the event of any conflict between the Agreement and this Data Processing Addendum (“**Addendum**”), the terms and conditions of this Addendum shall control. Except to the extent expressly superseded or modified in this Addendum, the terms and conditions of the Agreement will apply to this Addendum and remain in full force and effect.

Unless otherwise provided, a capitalized term that is not defined in this Addendum shall have the meaning given to it in the Agreement, and the words and expressions in, and the rules of interpretation of, the Agreement shall have the same meaning in this Addendum.

### 1. Definitions

- 1.1. “**California Privacy Law**” means, as applicable, the *California Consumer Privacy Act*, as amended by the *California Privacy Rights Act*, and related regulations.
- 1.2. “**Personal Information**” means information about an identifiable individual that is transferred to or otherwise shared with Alexi in connection with the provision of the Services but does not include Personal Information relating to Permitted Users, which Alexi Processes on its own behalf.
- 1.3. “**Privacy Breach**” means a breach of security leading to the loss of, unauthorized access to or unauthorized disclosure of Personal Information.
- 1.4. “**Privacy Laws**” means applicable federal, state and provincial laws or regulations governing the Processing of Personal Information, which may include, as applicable, Canada’s *Personal Information Protection and Electronic Documents Act*, SC 2000, c.5, British Columbia’s *Personal Information Protection Act*, SBC 2003, c 63, Alberta’s *Personal Information Protection Act*, SA 2003, c P-6.5, and U.S. State Privacy Laws.
- 1.5. “**Process**” or “**Processing**” means to collect, use, modify, retrieve, disclose, retain, store, delete or manage.
- 1.6. “**U.S. State Privacy Laws**” means, as applicable, the California Privacy Law and other generally applicable, non-sectoral U.S. state privacy laws (and their regulations, if any) modeled on the California Privacy Law, as they become effective, such as the *Virginia Consumer Data Protection Act*; *Colorado Privacy Act*; *Connecticut Act Concerning Personal Data Privacy and Online Monitoring*; *Utah Consumer Privacy Act*; *Texas Data Privacy and Security Act*; *Oregon Consumer Privacy Act*; *Florida Digital Bill of Rights*; *Montana Consumer Data Privacy Act*; *Iowa Consumer Privacy Act*; *Tennessee Information Protection Act*; *Indiana Consumer Data Protection Act*; *New Jersey Privacy Act*; and *New Hampshire Privacy Act*.

### 2. Data Processing and Security Responsibilities

2.1. Customer and Alexi shall each comply with all Privacy Laws that apply to it in relation to any Personal Information Processed under the Agreement (including this Addendum), as set out in the Data Processing Particulars at Annex A to this Addendum.

2.2. Customer represents and warrants that it has:

- a) obtained and provided, and shall continue to obtain and provide, all necessary consents and notices, and otherwise has and continues to have all necessary authority, to permit Alexi to perform its obligations and exercise its rights in connection with the Processing of Personal Information under the Agreement (including this Addendum), and shall inform Alexi immediately if any such consents or authority are withdrawn or can no longer be relied upon;
- b) ensured and shall continue to ensure that all Personal Information Processed by Alexi is accurate and up-to-date, and limited to what is necessary to enable Alexi to perform its obligations and exercise its rights under the Agreement (including this Addendum); and
- c) shall not provide Alexi with access to “protected health information” for which Customer (or Customer’s customer) is subject to the U.S. Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) without first either (i) deidentifying such information in compliance with the HIPAA deidentification standard, such that it no longer is “protected health information” or (ii) entering into a “business associate agreement” with Alexi within the meaning of HIPAA.

2.3. In the course of Processing Personal Information on behalf of Customer, Alexi shall:

- a) except as otherwise permitted herein, only Process Personal Information for the purpose of rendering the Services as described in Annex A and as otherwise instructed by Customer in writing from time to time or as required or permitted by applicable law;
- b) not transfer or disclose any Personal Information to any third party except as (i) permitted under the Agreement (including as contemplated by clause 4 of this Addendum), (ii) otherwise authorized by the Customer in writing, or (iii) required under applicable law (in which case Clause e) below shall apply);
- c) without limiting the foregoing, to the extent California Privacy Law applies to the Personal Information, (i) not retain, use, or disclose Personal Information outside of the direct business relationship between Alexi and Customer within the meaning of California Privacy Law, unless permitted by California Privacy Law, and this Addendum; (ii) not “sell” the Personal Information within the meaning of U.S. State Privacy Laws, and not “share” the Personal Information within the meaning of the California Privacy Law, (iii) otherwise comply with applicable provisions of the

California Privacy Law, including by providing the Personal Information subject to it with the level of protection it requires, and promptly notify Customer if Alexi determines that Alexi no longer comply with California Privacy Law;

- d) not combine the Personal Information that Alexi receives from, or on behalf of, Customer with personal information that Alexi receives from, or on behalf of, another person or persons, or that Alexi collects from any interaction between it and a data subject unless (i) permitted under this DPA; and (ii) Alexi complies with any applicable restrictions under Privacy Laws, including California Privacy Law;
- e) where any transfer or disclosure of Personal Information is required by a governmental authority or applicable law, provide reasonable notice to Customer of such compelled disclosure (except where legally prohibited from providing such notice) so that Customer has an opportunity to take such steps as it desires to challenge or contest such disclosure or seek a protective order;
- f) except to the extent legally prohibited, promptly notify Customer in writing of any enquiry or complaint received from an individual relating to the individual's rights under Privacy Laws, and, taking into account the nature of Alexi's Processing of Personal Information, provide reasonable assistance to enable Customer to respond to such enquiry or complaint in compliance with applicable Privacy Laws;
- g) maintain throughout the Term an information security program designed to meet applicable Privacy Laws. Alexi agrees that such program includes reasonable security procedures and practices including administrative, technical, and physical safeguards appropriate to the nature of the personal information designed to: (i) protect the security, confidentiality, and integrity of Personal Information; and (ii) protect Personal Information against loss, theft, damage and unauthorized or unlawful access, use, disclosure, modification or destruction.
- h) authorize access to Personal Information by its employees and agents only if (i) they need to have access to the Personal Information in connection with performing Alexi's rights or obligations as set out in the Agreement (including this Addendum), (ii) they have agreed in writing, or are otherwise legally bound, to protect the confidentiality and security of Personal Information, and (iii) they have received training in applicable Privacy Law compliance.

### **3. Audit Rights**

Alexi shall provide to Customer (or its representatives) reasonably requested information as necessary to demonstrate Alexi's compliance with this Addendum. Without limiting the foregoing, Customer has the right, upon providing reasonable notice to Alexi, to ensure that Alexi uses the Personal Information in a manner consistent with the Customer's obligations under Privacy Laws

and to take reasonable and appropriate steps to stop and remediate any use of Personal Information by Alexi that is in violation of this Addendum.

#### **4. Sub-processing**

- 4.1. Customer acknowledges and agrees that Alexi will use sub-processors (**including Alexi affiliates**) to Process Personal Information. Alexi shall enter into a written agreement with each such sub-processor that imposes obligations on the sub-processor that are substantially similar to those imposed on Alexi under this Addendum.
- 4.2. Prior to appointing any new sub-processor in addition to or in lieu of those listed in Annex B, Alexi shall notify Customer of such appointment [or change], whereupon Customer shall have thirty (30) days to object to such appointment [or change] by providing detailed reasons in writing to Alexi. If Alexi does not receive such an objection within the thirty (30) day objection period, Customer will be deemed to have given consent to the appointment of [or change to] the sub-processor.
- 4.3. In the event Customer objects in writing to the proposed appointment [or change] in accordance with subclause 4.2, Alexi will use commercially reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Information by the objected-to new sub-processor [or in the objected-to jurisdiction] without unreasonably burdening Alexi. If Alexi is unable to make available such change within sixty (60) days, either party may terminate without penalty those Services that cannot be provided by Alexi without the use of the objected-to new sub-processor [or jurisdiction] by providing written notice to the other party.

#### **5. Privacy Breach Notification**

Alexi shall notify Customer in writing without undue delay upon Alexi becoming aware of a Privacy Breach. Alexi shall use commercially reasonable efforts to address the Privacy Breach in a timely manner.

#### **6. Return or Destruction**

Upon the termination of the Agreement or at such earlier time as instructed by Customer in writing, Alexi will dispose of (or, at Customer's written request, return) the Personal Information, subject to Alexi's requirements to retain Personal Information to comply with its legal or regulatory obligations or as otherwise necessary in the context of any disputes or litigation. In such event, Alexi warrants that it will continue to protect the confidentiality of the Personal Information in accordance with applicable law.

#### **7. Updates to this Addendum**

In the event of material changes to applicable Privacy Laws, including, but not limited to, the amendment, revision or introduction of new laws, regulations, or other legally binding requirements to which either party is subject, the parties agree to revisit the terms of this Addendum, and negotiate any appropriate or necessary updates in good faith, including the addition, amendment, or replacement of any schedules.

## **ANNEX A**

### **DATA PROCESSING DESCRIPTION**

#### **Duration of the Processing.**

The duration of the Processing is the duration of the Agreement.

#### **Nature and purposes of the Processing.**

The nature of the Processing includes the use of machine learning models and natural language processing to deliver intelligent legal reasoning, providing users with contextual legal analysis, research assistance, and document generation.

Personal Information is Processed for the following purposes:

To provide authenticated access to the platform and to process user-supplied documents and information as inputs for the delivery of AI-powered legal services.

#### **Data Categories.**

The following types of Personal Information will be Processed:

- User Name for account creation
- User email for account identification
- User Cell phone for multifactor authentication
- User Legal practice jurisdiction to target responses
- User License Number (Optional) identification
- User Phone Number
- User Firm Name identification
- PI in any documents provided by User in the usage of legal AI services

**ANNEX B**  
**SUB-PROCESSORS**

| <b>Sub-Processor</b> | <b>Activity</b>                                 | <b>Jurisdiction</b> |
|----------------------|-------------------------------------------------|---------------------|
| Github               | Code Source Control                             | No PI - US          |
| Bitbucket            | Code Source Control                             | No PI - US          |
| Azure                | Cloud Infrastructure Services and Model Hosting | Canada              |
| AWS                  | Cloud Infrastructure Services and Model Hosting | Canada              |
| SerpAPI              | Legislative and Public Web Crawling             | No PI US            |