



DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms a part of the Customer Terms of Service found at <https://www.meaningcloud.com/terms-and-conditions>, unless Customer has entered into a superseding written master subscription agreement with MeaningCloud, in which case, it forms a part of such written agreement (in either case, the “**Agreement**”).

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its Controller Affiliates (defined below). For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Controller Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services under the Agreement, MeaningCloud may Process certain Personal Data (such terms defined below) on behalf of Customer and where MeaningCloud Processes such Personal Data on behalf of Customer the parties agree to comply with the terms and conditions in this DPA in connection with such Personal Data.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of the main body of the DPA, and Schedules 1 and 2.
2. This DPA has been pre-signed on behalf of MeaningCloud. Schedule 2, section 1 has been pre-signed by MeaningCloud, LLC as the data importer.
3. To complete this DPA, Customer must:
 - Provide the name and the email address of the person that should sign the DPA (send this information to dpa@meaningcloud.com).
 - MeaningCloud will send the DPA for signature (on page 10) to the designed person via DocuSign or any other digital signature service .
 - Where Customer wishes to execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 14.

Upon receipt of the validly completed DPA by MeaningCloud and in accordance with the instructions provided below, in the Section entitled “HOW THIS DPA APPLIES”, this DPA will become legally binding. For the avoidance of doubt, signature of the DPA on page 10 shall be deemed to constitute signature and acceptance of the Standard Contractual Clauses, including Schedule 2. Where Customer wishes to execute the Standard Contractual Clauses and its Appendix, Customer should also complete the information as the data exporter and sign on page 14 (Schedule 2).

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the MeaningCloud entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with MeaningCloud or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Form(s), and the MeaningCloud entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

1. DEFINITIONS

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data.

“Controller Affiliate” means any of Customer's Affiliate(s) (a) (i) that are subject to applicable Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (ii) permitted to use the Services pursuant to the Agreement between Customer and MeaningCloud, but have not signed their own Order Form and are not a “Customer” as defined under the Agreement, (b) if and to the extent MeaningCloud processes Personal Data for which such Affiliate(s) qualify as the Controller.

“Data Protection Laws” means all laws and regulations, including laws and binding regulations of the European Union, the European Economic Area (“EEA”) and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

“Data Subject” means the identified or identifiable person to whom Personal Data relates.

“Europe” means the European Union, the EEA, Switzerland and the United Kingdom.

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

“Personal Data” means any Customer Data that relates to an identified or identifiable natural person, to the extent that such information is protected as personal data under applicable Data Protection Laws.

“Processing” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Processor” means the entity which Processes Personal Data on behalf of the Controller.

“Public Authority” means a government agency or law enforcement authority, including judicial authorities.

“Security Practices Datasheet” means MeaningCloud’s Security Practices Datasheet, as updated from time to time, and currently accessible at <https://meaningcloud.com/security-practices>.

“MeaningCloud” means the MeaningCloud entity which is a party to this DPA, as specified in the section “HOW THIS DPA APPLIES” above, being MeaningCloud, LLC, a company incorporated in New York and/or MeaningCloud Europe, SL, a company constituted under the laws of Spain, as applicable.

“MeaningCloud Group” means MeaningCloud and its Affiliates engaged in the Processing of Personal Data.

“Standard Contractual Clauses” means Standard Contractual Clauses for the transfer of Personal Data to third countries set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on 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, as currently set out at http://data.europa.eu/eli/dec_impl/2021/914/oj.

“Sub-processor” means any entity engaged by MeaningCloud or a member of the MeaningCloud Group to Process Personal Data in connection with the Services.

2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is a Controller or a Processor, MeaningCloud is a Processor and that MeaningCloud or members of the MeaningCloud Group will engage Sub-processors pursuant to the requirements set forth in section 4 “Sub-processors” below.
- 2.2 Customer’s Processing of Personal Data.** Customer shall, in its use of the Services and provision of instructions, Process Personal Data in accordance with the requirements of applicable Data Protection Law (including where the Customer is a Processor, by ensuring that the ultimate Controller does so). Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 MeaningCloud’s Processing of Personal Data.** As Customer’s Processor, MeaningCloud shall only Process Personal Data for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with other reasonable instructions provided by Customer (e.g., via email or support tickets) that are consistent with the terms of the Agreement (individually and collectively, the “Purpose”). MeaningCloud acts on behalf of and on the instructions of Customer in carrying out the Purpose.
- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by MeaningCloud is as described in the Purpose in Section 2.3. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Description of Processing/Transfer) to this DPA.

3. RIGHTS OF DATA SUBJECTS

- 3.1 Data Subject Requests.** MeaningCloud shall, to the extent legally permitted, promptly notify Customer of any complaint, dispute or request it has received from a Data Subject under applicable Data Protection Law in relation to Personal Data, such as a Data Subject’s right of access, right to rectification, restriction of Processing, erasure (“right to be forgotten”), data portability, objection to the Processing, or its right not be subject to an automated individual decision making (each, a “Data Subject Request”). MeaningCloud shall not respond to a Data Subject Request itself, except that the Customer authorizes MeaningCloud to redirect the Data Subject Request as necessary to allow Customer to respond directly. Taking into account the nature of the Processing, MeaningCloud shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer’s obligation to respond to a Data Subject Request as required by applicable Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, MeaningCloud shall, upon Customer’s request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent MeaningCloud is legally permitted to do so and the response to such Data Subject Request is required under applicable Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from MeaningCloud’s provision of such assistance, including any fees associated with provision of additional functionality.

4. SUB-PROCESSORS

- 4.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) MeaningCloud’s Affiliates may be retained as Sub-processors through written agreement with MeaningCloud and (b) MeaningCloud and MeaningCloud’s Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. As a condition to permitting a third-party Sub-processor to Process Personal Data, MeaningCloud or a MeaningCloud Affiliate will enter into a written agreement with each Sub-processor containing in substance data protection obligations that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the Services provided by such Sub-processor. Customer acknowledges that MeaningCloud, LLC is located in the United States and is involved in providing the Services to Customer

either directly or through the provision of support to MeaningCloud Europe, SL. In the event Customer enters into the Standard Contractual Clauses, then Customer hereby grants MeaningCloud a general written authorization to appoint Sub-processors in accordance with clause 9 of the Standard Contractual Clauses and this section 4.

- 4.2 List of Current Sub-processors and Notification of New Sub-processors.** The current list of Sub-processors engaged in Processing Personal Data for the performance of the Services, including a description of their processing activities and countries of location, is accessible via <http://www.meaningcloud.com/meaningcloud-subprocessors> (“**Sub-processor Lists**”). Customer hereby consents to these Sub-processors, their locations and processing activities as it pertains to their Personal Data. Customer may receive notifications of new Sub-processors by e-mailing dpa@meaningcloud.com with the subject “Subscribe”, and if a Customer contact subscribes, MeaningCloud shall provide the subscriber with notification of new Sub-processor(s) before authorizing such new Sub-processor(s) to Process Personal Data in connection with the provision of the applicable Services.
- 4.3 Objection Right for New Sub-processors.** Customer may reasonably object to MeaningCloud’s use of a new Sub-processor (e.g., if making Personal Data available to the Sub-processor may violate applicable Data Protection Law or weaken the protections for such Personal Data) by notifying MeaningCloud promptly in writing within ten (10) business days after receipt of MeaningCloud’s notice in accordance with the mechanism set out in section 4.2. Such notice shall explain the reasonable grounds for the objection. If Customer objects to a new Sub-processor, as permitted in the preceding sentence, MeaningCloud 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 Data by the objected-to new Sub-processor without unreasonably burdening Customer. If MeaningCloud is unable to make available such change within a reasonable period of time, which shall not exceed sixty (60) days, either party may terminate without penalty the applicable Order Form(s) with respect only to those Services which cannot be provided by MeaningCloud without the use of the objected-to new Sub-processor by providing written notice to MeaningCloud. MeaningCloud will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 4.4 Liability.** MeaningCloud shall be liable for the acts and omissions of its Sub-processors to the same extent MeaningCloud would be liable if performing the Services of each Sub-processor directly under the terms of this DPA.

5. SECURITY

- 5.1 Controls for the Protection of Personal Data.** MeaningCloud shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Practices Datasheet. MeaningCloud regularly monitors compliance with these measures. MeaningCloud will not materially decrease the overall security of the Services during a subscription term.
- 5.2 Audit.** MeaningCloud shall maintain an audit program to help ensure compliance with the obligations set out in this DPA and shall make available to Customer information to demonstrate compliance with the obligations set out in this DPA as set forth in this section 5.2
- 5.2.1 Third-Party Certifications and Audits.** MeaningCloud has obtained the third-party certifications and audits set forth in the Security Practices Datasheet for the Services. Upon Customer’s request, and subject to the confidentiality obligations set forth in the Agreement, MeaningCloud shall make available to Customer (or Customer’s Third-Party Auditor - as defined below in section 5.2.4) information regarding MeaningCloud’s compliance with the obligations set forth in this DPA in the form of a copy of MeaningCloud’s then most recent

third-party audits or certifications set forth in the Security Practices Datasheet. Such third-party audits or certifications may also be shared with Customer's competent supervisory authority on its request. Where MeaningCloud has obtained ISO 27001 certifications for the Services as described in the Security Practices Datasheet, MeaningCloud agrees to maintain these certifications or standards, or appropriate and comparable successors thereof, for the duration of the Agreement. Upon request, MeaningCloud shall also provide a requesting Customer with a report and/or confirmation of MeaningCloud's audits of third party Sub-processors' compliance with the data protection controls set forth in this DPA and/or a report of third party auditors' audits of third party Sub-processors that have been provided by those third-party Sub-processors to MeaningCloud, to the extent such reports or evidence may be shared with Customer ("**Third-party Sub-processor Audit Reports**"). Customer acknowledges that (i) Third-party Sub-processor Audit Reports shall be considered Confidential Information as well as confidential information of the third-party Sub-processor and (ii) certain third-party Sub-processors to MeaningCloud may require Customer to execute a non-disclosure agreement with them in order to view a Third-party Sub-processor Audit Report.

5.2.2 On-Site Audit. Customer may contact MeaningCloud to request an on-site audit of MeaningCloud's processing activities covered by this DPA ("**On-Site Audit**"). An On-Site Audit may be conducted by Customer either itself or through a Third-Party Auditor (as defined below in section 5.2.4) selected by Customer when:

(i) the information available pursuant to section "Third-Party Certifications and Audits" is not sufficient to demonstrate compliance with the obligations set out in the DPA and its Schedules;

(ii) Customer has received a notice from MeaningCloud of a Personal Data Incident; or

(iii) such an audit is required by Data Protection Laws or by Customer's competent supervisory authority.

Any On-Site Audits will be limited to Customer Data processing and storage facilities operated by MeaningCloud or any of MeaningCloud's Affiliates. Customer acknowledges that MeaningCloud operates a multi-tenant cloud environment. Accordingly, MeaningCloud shall have the right to reasonably adapt the scope of any On-Site Audit to avoid or mitigate risks with respect to, and including, service levels, availability, and confidentiality of other MeaningCloud customers' information.

5.2.3 Reasonable Exercise of Rights. An On-Site Audit shall be conducted by Customer or its Third-Party Auditor:

(i) acting reasonably, in good faith, and in a proportional manner, taking into account the nature and complexity of the Services used by Customer;

(ii) up to one time per year with at least three weeks' advance written notice. If an emergency justifies a shorter notice period, MeaningCloud will use good faith efforts to accommodate the On-Site Audit request; and

(iii) during MeaningCloud's normal business hours, under reasonable duration and shall not unreasonably interfere with MeaningCloud's day-to-day operations.

Before any On-Site Audit commences, Customer and MeaningCloud shall mutually agree upon the scope, timing, and duration of the audit and the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by or on behalf of MeaningCloud.

5.2.4 Third Party Auditor. A Third Party Auditor means a third-party independent contractor that is not a competitor of MeaningCloud. An On-Site Audit can be conducted through a Third Party Auditor if:

(i) prior to the On-Site Audit, the Third Party Auditor enters into a non-disclosure

agreement containing confidentiality provisions no less protective than those set forth in the Agreement to protect MeaningCloud's proprietary information; and

- (ii) the costs of the Third Party Auditor are at Customer's expense.

5.2.5 Findings. Customer must promptly provide MeaningCloud with information regarding any non-compliance discovered during the course of an On-Site Audit.

5.3 Data Protection Impact Assessment. Upon Customer's request, MeaningCloud shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Data Protection Laws to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to MeaningCloud.

6. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

MeaningCloud maintains security incident management policies and procedures specified in the Security Practices Datasheet. MeaningCloud shall notify Customer without undue delay of any breach relating to Personal Data (within the meaning of applicable Data Protection Law) of which MeaningCloud becomes aware and which may require a notification to be made to a competent supervisory authority or Data Subject under applicable Data Protection Law or which MeaningCloud is required to notify to Customer under applicable Data Protection Law (a "**Personal Data Incident**"). MeaningCloud shall provide commercially reasonable cooperation and assistance in identifying the cause of such Personal Data Incident and take commercially reasonable steps to remediate the cause to the extent the remediation is within MeaningCloud's control. Except as required by applicable Data Protection Law, the obligations herein shall not apply to incidents that are caused by Customer, Authorized Users and/or any Non-MeaningCloud Products.

7. GOVERNMENT ACCESS REQUESTS

7.1 MeaningCloud requirements. In its role as a Processor, MeaningCloud shall maintain appropriate measures to protect Personal Data in accordance with the requirements of Data Protection Laws, including by implementing appropriate technical and organizational safeguards to protect Personal Data against any interference that goes beyond what is necessary in a democratic society to safeguard national security, defense and public security. If MeaningCloud receives a legally binding request to access Personal Data from a Public Authority, MeaningCloud shall, unless otherwise legally prohibited, promptly notify Customer including a summary of the nature of the request. To the extent MeaningCloud is prohibited by law from providing such notification, MeaningCloud shall as appropriate use commercially reasonable efforts to obtain a waiver of the prohibition to enable MeaningCloud to communicate as much information as possible, as soon as possible. Further, MeaningCloud shall challenge the request if, after careful assessment, it considers that the request is unlawful. As reasonable and appropriate MeaningCloud shall pursue possibilities of appeal. When challenging a request, MeaningCloud shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the Personal Data requested until required to do so under the applicable procedural rules. MeaningCloud agrees it will provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. MeaningCloud shall promptly notify Customer if MeaningCloud becomes aware of any direct access by a Public Authority to Personal Data and provide information available to MeaningCloud in this respect, to the extent permitted by law. For the avoidance of doubt, this DPA shall not require MeaningCloud to pursue actions or inactions that could result in civil or criminal penalty for MeaningCloud such as contempt of court.

7.2 Sub-processors requirements. MeaningCloud shall ensure that Sub-processors involved in the Processing of Personal data are subject to the relevant commitments regarding Government Access Requests in the Standard Contractual Clauses.

8. RETURN AND DELETION OF PERSONAL DATA

Upon termination of the Services for which MeaningCloud is Processing Personal Data, MeaningCloud shall, upon Customer's request, and subject to the limitations described in the Agreement and the Security Practices Datasheet, return all Personal Data in MeaningCloud's possession to Customer or securely destroy such Personal Data and demonstrate to the satisfaction of Customer that it has taken such measures, unless applicable law prevents it from returning or destroying all or part of Personal Data. For clarification, depending on the Service plan purchased by Customer, access to export functionality may incur additional charge(s) and/or require purchase of a Service upgrade. Until Personal Data is deleted or returned, MeaningCloud shall continue to comply with this DPA and its Schedules.

9. CONTROLLER AFFILIATES

- 9.1 Contractual Relationship.** The parties acknowledge and agree that, by executing the DPA in accordance with "HOW TO EXECUTE THIS DPA", Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Controller Affiliates, thereby establishing a separate DPA between MeaningCloud and each such Controller Affiliate and subject to the provisions of the Agreement and this section 9 and section 10. Each Controller Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, a Controller Affiliate is not and does not become a party to the Agreement, and is a party only to the DPA. All access to and use of the Services by Controller Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by a Controller Affiliate shall be deemed a violation by Customer.
- 9.2 Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with MeaningCloud under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Controller Affiliates.
- 9.3 Rights of Controller Affiliates.** If a Controller Affiliate becomes a party to the DPA with MeaningCloud, it shall, to the extent required under applicable Data Protection Laws, also be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 9.3.1** Except where applicable Data Protection Laws require the Controller Affiliate to exercise a right or seek any remedy under this DPA against MeaningCloud directly by itself, the parties agree that
- (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Controller Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Controller Affiliate individually but in a combined manner for all of its Controller Affiliates together (as set forth, for example, in Section 9.3.2. below).
- 9.3.2** The parties agree that the Customer that is the contracting party to the Agreement shall, if carrying out an On-Site Audit of the MeaningCloud procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on MeaningCloud by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Controller Affiliates in one single audit.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Controller Affiliates and MeaningCloud, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, MeaningCloud's and its Affiliates' total liability for all claims from the

Customer and all of its Controller Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under the Agreement, including by Customer and all Controller Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Controller Affiliate that is a contractual party to any such DPA.

11. EUROPEAN SPECIFIC PROVISIONS

11.1 Definitions. For the purposes of this section 11 and Schedule 1 these terms shall be defined as follows:

“EU C-to-P Transfer Clauses” means Standard Contractual Clauses sections I, II, III and IV (as applicable) to the extent they reference Module Two (Controller-to-Processor).

“EU P-to-P Transfer Clauses” means Standard Contractual Clauses sections I, II III and IV (as applicable) to the extent they reference Module Three (Processor-to-Processor).

11.2 GDPR. MeaningCloud will Process Personal Data in accordance with the GDPR requirements directly applicable to MeaningCloud’s provisioning of the Services.

11.3 Customer Instructions. MeaningCloud shall inform Customer immediately (i) if, in its opinion, an instruction from Customer constitutes a breach of the GDPR and/or (ii) if MeaningCloud is unable to follow Customer’s instructions for the Processing of Personal Data.

11.4 Transfer Mechanisms. If, in the performance of the Services, Personal Data that is subject to the GDPR or any other law relating to the protection or privacy of individuals that apply in Europe is transferred out of Europe to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws of Europe, the transfer mechanisms listed below shall apply to such transfers and can be directly enforced by the parties to the extent such transfers are subject to the Data Protection Laws of Europe:

- **The EU C-to-P Transfer Clauses.** Where Customer and/or its Controller Affiliate is a Controller and a data exporter of Personal Data and MeaningCloud, LLC. is a Processor and data importer in respect of that Personal Data, then the parties shall comply with the EU C-to-P Transfer Clauses, subject to the additional terms in section 1 of Schedule 1; and/or
- **The EU P-to-P Transfer Clauses.** Where Customer and/or its Controller Affiliate is a Processor acting on behalf of a Controller and a data exporter of Personal Data and MeaningCloud, LLC. is a Processor and data importer in respect of that Personal Data, the parties shall comply with the terms of the EU P-to-P Transfer Clauses, subject to the additional terms in sections 1 and 2 of Schedule 1.

11.5 Impact of local laws. As of the Effective Date, MeaningCloud has no reason to believe that the laws and practices in any third country of destination applicable to its Processing of the Personal Data as set forth in the Sub-processor Lists (<http://www.meaningcloud.com/meaningcloud-subprocessors>), including any requirements to disclose personal data or measures authorizing access by a Public Authority, prevent MeaningCloud from fulfilling its obligations under this DPA. If MeaningCloud reasonably believes that any existing or future enacted or enforceable laws and practices in the third country of destination applicable to its Processing of the Personal Data ("**Local Laws**") prevent it from fulfilling its obligations under this DPA, it shall promptly notify Customer. In such a case, MeaningCloud shall use reasonable efforts to make available to the affected Customer a change in the Services or recommend a commercially reasonable change to Customer’s configuration or use of the Services to facilitate compliance with the Local Laws without unreasonably burdening Customer. If MeaningCloud is unable to make available such change within a reasonable period of time, either party may without penalty, terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by MeaningCloud in accordance with the Local Laws, by providing written notice to MeaningCloud. MeaningCloud will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect

to such terminated Services, without imposing a penalty for such termination on Customer.

12. PARTIES TO THIS DPA

The section "HOW THIS DPA APPLIES" specifies which MeaningCloud entity is party to this DPA. Where the Standard Contractual Clauses apply, MeaningCloud, LLC. is the signatory to the Standard Contractual Clauses. Notwithstanding the signatures below of any other MeaningCloud entity, such other MeaningCloud entities are not a party to this DPA or the Standard Contractual Clauses.

13. LEGAL EFFECT

This DPA shall only become legally binding between Customer and MeaningCloud (and MeaningCloud, LLC if different) when the formalities set out in the section "HOW TO EXECUTE THIS DPA" above have been fully completed. If Customer has previously executed a "data processing addendum" with MeaningCloud, this DPA supersedes and replaces such prior Data Processing Addendum.

14. GOVERNING LAW

This DPA and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Spain.

List of Schedules

Schedule 1: Transfer Mechanism for European Data Transfers

Schedule 2: Description of Processing/Transfer

The parties' authorized signatories have duly executed this DPA:

On behalf of Customer:

Customer Full Legal Name:

Signatory Name:

Position:

Address:

Signature: _____

On behalf of MeaningCloud, LLC:

Name: Jose C. Gonzalez

Position: CEO

Address: 1030 Salem St., 07583 Union, NJ, United States of America

Signature:

DocuSigned by:
Jose Gonzalez
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SCHEDULE 1**TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS****1. STANDARD CONTRACTUAL CLAUSES OPERATIVE PROVISIONS AND ADDITIONAL TERMS**

For the purposes of the EU C-to-P Transfer Clauses and the EU P-to-P Transfer Clauses, Customer is the data exporter and MeaningCloud, LLC is the data importer and the parties agree to the following. If and to the extent a Controller Affiliate relies on the EU C-to-P Transfer Clauses or the EU P-to-P Transfer Clauses for the transfer of Personal Data, any references to 'Customer' in this Schedule include such Controller Affiliate. Where this section 1 does not explicitly mention EU C-to-P Transfer Clauses or EU P-to-P Transfer Clauses it applies to both of them.

- 1.1. **Reference to the Standard Contractual Clauses.** The relevant provisions contained in the Standard Contractual Clauses are incorporated by reference and are an integral part of this DPA. The information required for the purpose of the Appendix to the Standard Contractual Clauses is set out in Schedule 2.
- 1.2. **Docking clause.** This option under clause 7 shall not apply.
- 1.3. **Instructions.** This DPA and the Agreement are Customer's complete and final instructions at the time of execution of the DPA for the Processing of Personal Data. Any additional or alternate instructions must be consistent with the terms of this DPA and the Agreement. For the purposes of Clause 8.1(a), the instructions by Customer to process Personal Data are set out in section 2.3 of the DPA and include onward transfers to a third party located outside Europe for the purpose of the performance of the Services.
- 1.4. **Security of Processing.** For the purposes of clause 8.6(a), Customer is solely responsible for making an independent determination as to whether the technical and organizational measures set forth in the Security Practices Datasheet meet Customer's requirements and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Data as well as the risks to individuals) the security measures and policies implemented and maintained by MeaningCloud provide a level of security appropriate to the risk with respect to its Personal Data. For the purposes of clause 8.6(c), personal data breaches will be handled in accordance with section 6 (Personal Data Incident Management and Notification) of the DPA.
- 1.5. **General authorization for use of Sub-processors.** Option 2 under clause 9 shall apply. For the purposes of clause 9(a), MeaningCloud has Customer's general authorization to engage Sub-processors in accordance with section 4 of the DPA. MeaningCloud shall make available to Customer the current list of Sub-processors in accordance with Section 4.2 of the DPA. Where MeaningCloud enters into the EU P-to-P Transfer Clauses with a Sub-processor in connection with the provision of the Services, Customer hereby grants MeaningCloud and MeaningCloud's Affiliates authority to provide a general authorization on Controller's behalf for the engagement of sub-processors by Sub-processors engaged in the provision of the Services, as well as decision making and approval authority for the addition or replacement of any such sub-processors.
- 1.6. **Notification of New Sub-processors and Objection Right for new Sub-processors.** Pursuant to clause 9(a), Customer acknowledges and expressly agrees that MeaningCloud may engage new Sub-processors as described in sections 4.2 and 4.3 of the DPA. MeaningCloud shall inform Customer of any changes to Sub-processors following the procedure provided for in section 4.2 of the DPA.
- 1.7. **Audits of the Standard Contractual Clauses.** The parties agree that the audits described in clause 8.9 of the Standard Contractual Clauses shall be carried out in accordance with Section 5.2 ("Audit") of the DPA.
- 1.8. **Complaints - Redress.** For the purposes of clause 11, and subject to section 3 of the DPA, MeaningCloud shall inform Data Subjects on its website of a contact point authorized to handle

complaints. MeaningCloud shall inform Customer if it receives a complaint by, or a dispute from, a Data Subject with respect to Personal Data and shall without undue delay communicate the complaint or dispute to Customer. MeaningCloud shall not otherwise have any obligation to handle the request (unless otherwise agreed with Customer). The option under clause 11 shall not apply.

- 1.9. **Liability.** MeaningCloud's liability under clause 12(b) shall be limited to any damage caused by its Processing where MeaningCloud has not complied with its obligations under the GDPR specifically directed to Processors, or where it has acted outside of or contrary to lawful instructions of Customer, as specified in Article 82 GDPR.
- 1.10. **Certification of Deletion.** The parties agree that the certification of deletion of Personal Data that is described in clause 8.5 and 16(d) of the Standard Contractual Clauses shall be provided by MeaningCloud to Customer only upon Customer's written request.
- 1.11. **Supervision.** Clause 13 shall apply as follows:
- 1.11.1 Where Customer is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by Customer with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
 - 1.11.2 Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679, the supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as competent supervisory authority.
 - 1.11.3 Where Customer is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679, the Irish Data Protection Commission shall act as competent supervisory authority.
 - 1.11.4 Where Customer is established in the United Kingdom, the Information Commissioner's Office shall act as competent supervisory authority.
- 1.12 **Notification of Government Access Requests.** For the purposes of clause 15(1)(a), MeaningCloud shall notify Customer only and not the Data Subject(s) in case of government access requests. Customer shall be solely responsible for promptly notifying the Data Subject as necessary.
- 1.13 **Governing Law.** The governing law for the purposes of clause 17 shall be the law of Spain.
- 1.14 **Choice of forum and jurisdiction.** For the purpose of clause 18 any dispute arising from the Clauses shall be resolved by the courts of Spain.
- 1.15 **Appendix.** The Appendix shall be completed as follows:
- The contents of section 1 of Schedule 2 shall form Annex I.A to the Standard Contractual Clauses;
 - The contents of sections 2 to 9 of Schedule 2 shall form Annex I.B to the Standard Contractual Clauses;
 - The contents of section 10 of Schedule 2 shall form Annex I.C to the Standard Contractual Clauses;
 - The contents of section 11 of Schedule 2 shall form Annex II to the Standard Contractual Clauses.
- 1.16 **Data Exports from the United Kingdom under the Standard Contractual Clauses.** In case of any transfers of Personal Data from the United Kingdom, (i) general and specific references in the Standard Contractual Clauses to GDPR or EU or Member State Law shall have the same meaning as the equivalent reference in the Data Protection Laws of the United Kingdom ("**UK Data Protection Laws**"); and (ii) any other obligation in the Standard Contractual Clauses determined by the Member State in which the data exporter or Data Subject is established shall refer to an obligation under UK Data Protection Laws.
- 1.17 **Conflict.** The Standard Contractual Clauses are subject to this DPA and the additional safeguards set out hereunder. The rights and obligations afforded by the Standard Contractual Clauses will be

exercised in accordance with this DPA, unless stated otherwise. In the event of any conflict or inconsistency between the body of the DPA and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

2. ADDITIONAL TERMS FOR THE P-TO-P TRANSFER CLAUSES

For the purposes of the EU P-to-P Transfer Clauses (only), the parties agree the following.

- 2.1. **Instructions and notifications.** For the purposes of clause 8.1(a), Customer hereby informs MeaningCloud that it acts as Processor under the instructions of the relevant Controller in respect of Personal Data. Customer warrants that its Processing instructions as set out in the Agreement and the DPA, including its authorizations to MeaningCloud for the appointment of Sub-processors in accordance with the DPA, have been authorized by the relevant Controller. Customer shall be solely responsible for forwarding any notifications received by MeaningCloud to the relevant Controller where appropriate.
- 2.2. **Security of Processing.** For the purposes of clause 8.6(c) and (d), MeaningCloud shall provide notification of a personal data breach concerning Personal Data Processed by MeaningCloud to Customer.
- 2.3. **Documentation and Compliance.** For the purposes of clause 8.9, all enquiries from the relevant Controller shall be provided to MeaningCloud by Customer. If MeaningCloud receives an enquiry directly from a Controller, it shall forward the enquiry to Customer and Customer shall be solely responsible for responding to any such enquiry from the relevant Controller where appropriate.
- 2.4. **Data Subject Rights.** For the purposes of clause 10 and subject to section 3 of the DPA, MeaningCloud shall notify Customer about any request it has received directly from a Data Subject without obligation to handle it (unless otherwise agreed), but shall not notify the relevant Controller. Customer shall be solely responsible for cooperating with the relevant Controller in fulfilling the relevant obligations to respond to any such request.

**SCHEDULE 2
DESCRIPTION OF PROCESSING/TRANSFER**

1. LIST OF PARTIES

Data exporter(s): *Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union*

Name *[Customer and its Controller Affiliates]:*

Address:

Contact person’s name, position and contact details:

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement.

Signature and date:

Role: For the purposes of the EU C-to-P Transfer Clauses Customer and/or its Controller Affiliate is a Controller. For the purposes of the EU P-to-P Transfer Clauses Customer and/or its Controller Affiliate is a Processor.

Data importer(s): *Identity and contact details of the data importer(s), including any contact person with responsibility for data protection*

Name: MeaningCloud, LLC.

Address: 1030 Salem Rd, Union, 07083 NJ, USA

Contact person’s name, position and contact details: David Muñoz, DP0, dpo@meaningcloud.com

Activities relevant to the data transferred under these clauses: Performance of the Services pursuant to the Agreement.

Signature:  Title: CEO

Role: Processor

2. CATEGORIES OF DATA SUBJECTS WHOSE PERSONAL DATA IS TRANSFERRED

Customer may submit personal data to the Services, the extent of which is determined and controlled by Customer and which may include, but is not limited to, personal data relating to the following categories of data subject:

- Authorized Users;
- employees of Customer;
- consultants of Customer;
- contractors of Customer;
- agents of Customer; and/or
- third parties with which Customer conducts business.

3. CATEGORIES OF PERSONAL DATA TRANSFERRED

The personal data transferred concern the following categories of data:

Any Personal Data comprised in Customer Data, as defined in the Agreement.

4. SPECIAL CATEGORIES OF DATA

Customer may submit personal data to MeaningCloud through the Services, the extent of which is determined and controlled by Customer in compliance with applicable Data Protection Law and which may concern the following special categories of data, if any:

- racial or ethnic origin;
- political opinions;
- religious or philosophical beliefs;
- trade-union membership;
- genetic or biometric data;
- health; and
- sex life.

5. FREQUENCY OF THE TRANSFER

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):
Continuous basis depending on the use of the Services by Customer.

6. NATURE OF THE PROCESSING

The nature of the processing is the performance of the Services pursuant to the Agreement.

7. PURPOSE OF PROCESSING, THE DATA TRANSFER AND FURTHER PROCESSING

MeaningCloud will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

8. DURATION OF PROCESSING

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

Subject to section 8 of the DPA, MeaningCloud will Process Personal Data for the duration of the Agreement,

unless otherwise agreed upon in writing.

9. SUB-PROCESSOR TRANSFERS

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

As per 7 above, the Sub-processor will Process Personal Data as necessary to perform the Services pursuant to the Agreement. Subject to section 8 of the DPA, the Sub-processor will Process Personal Data for the duration of the Agreement, unless otherwise agreed in writing.

Identities of the Sub-processors used for the provision of the Services and their country of location are listed under the Sub-processor Lists accessible via <https://www.meaningcloud.com/meaningcloud-subprocessors>.

10. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with clause 13:

- Where the data exporter is established in an EU Member State: The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679: The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established shall act as the competent supervisory authority.
- Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679: the Irish Data Protection Commission shall act as the competent supervisory authority.
- Where the data exporter is established in the United Kingdom, the Information Commissioner's Office Shall Act as the competent supervisory authority.

11. TECHNICAL AND ORGANISATIONAL MEASURES

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the Services, as described in the Security Practices Datasheet applicable to the specific Services purchased by data exporter, and currently accessible at <https://meaningcloud.com/security-practices> or otherwise made reasonably available by data importer. Data importer will not materially decrease the overall security of the Services during a subscription term. Data Subject Requests shall be handled in accordance with section 3 of the DPA.