

Summa Linguae Technologies (operating under Datamundi brand name) Service Provision Agreement

This agreement ('Agreement') is concluded between Summa Linguae Technologies, 110 Opolska street, 31-323 Krakow (Poland), and: Summa Linguae Technologies Canada Inc., Summa Linguae Technologies USA Inc., Mayflower Language Services Pvt. Ltd., Summa Linguae Technologies Sweden AB, (collectively and each individually as 'SLT', operating under the brand name 'Datamundi'), and 'Service Provider' defined by full name, address and other identifying data as per portal sign-up details.

The parties to this Agreement may hereinafter also be referred to as individually as 'Party' or collectively as 'Parties.'

1. Subject Matter of the Agreement

This Agreement is to define the rules of cooperation between SLT, and the Service Provider, with regard to the provision of translation/interpreting/Data Services/other solicited services on a non-exclusive basis by the Service Provider for SLT ('Services'). Under this Agreement, SLT can issue Orders to the Service Provider. Orders will be communicated by a designated person at SLT, who shall be contacted by the Service Provider on all matters relating to the Services, unless otherwise expressly indicated by the Parties ('Point of Contact').

For any local legal or contractual requirements, in addition to this Agreement, a separate country exhibit as annexed with this Agreement will automatically become applicable as and when SLT issues orders ('Orders') to the Service Provider. In the event of any conflict between the terms of this Agreement and the terms of any country-specific exhibit, the terms of the country-specific exhibit shall apply.

2. Representations and Warranties of the Parties

The Service Provider hereby warrants that they have the knowledge and experience necessary to provide the Services requested in an Order issued and will ensure that the Services are of a high grade, nature, and quality and otherwise in accordance with the specifications set out in the applicable project(s).

The Service Provider will provide all materials and equipment needed to perform the Services. The Service Provider is responsible for any cost associated with any extra equipment needed or time spent on installation or adjustment unless agreed otherwise in writing.

3. Conditions and Deadlines for Services

The Service Provider will perform the Services under a project within the specific timeframe set for it ('Project'). The Service Provider shall be obliged to notify SLT immediately of any delays in the provision of the Services, indicating the expected date of completion of the Services, which shall not release the Service Provider from the obligation to provide the Services.

If the Service Provider fails to perform or deliver the Service as prescribed in the Project specification, SLT reserves the right to claim liquidated damages and/or immediately terminate this Agreement.

4. Rates

The Parties agree that the Service Provider's remuneration will be set forth in and payable in accordance with the applicable Project. Purchase Order will be shared with the Service Provider prior to the assignment of each project. Default rates might be defined in the SLT project management system. The Service Provider is responsible to notify their Point of Contact about any changes to their rates before and not after the Project is assigned in the project management system.

5. Improper Performance of the Services

If the Service delivered by the Service Provider is defective or non-compliant with the conditions specified in the Order, SLT on a discretionary basis, may:

- A. set an additional deadline for the Service Provider in order to eliminate the defects, at the Service Provider's cost;
- B. refuse to accept the delivered work;
- C. accept the defective work while reducing the Service Provider's remuneration, after due justification;

Services and/or deliverables may be reviewed by an independent third party designated by SLT. If SLT determines that any Services and/or deliverables provided by the Service Provider are substandard, incomplete, or otherwise deficient, SLT shall preserve rights stated above. In case of refusal of acceptance the Services and/or deliverables SLT shall be under no obligation to pay a fee with respect to such Services and/or deliverables.

6. Payments

SLT agrees to pay the invoice in accordance to the agreed-upon payment terms.

As a condition of payment, the Service Provider agrees to provide Services and/or deliverables in accordance with Project specifications provided by SLT, to complete all Services accurately and satisfactorily.

The Service Provider is responsible for all the charges to their account resulting from the transfer of funds unless agreed otherwise. Summa Linguae Technologies, Summa Linguae Technologies USA Inc., Summa Linguae Technologies Sweden AB shall make the payments for the invoice within thirty (30) days.

Mayflower Language Services Pvt. Ltd. and Summa Linguae Technologies Canada Inc., shall make the payments within forty-five (45) days from the date of receipt of the relevant invoice for the relevant month in which the services were performed.

7. Deliveries

If the Service Provider is unable to meet a previously confirmed deadline, SLT reserves the right to adjust the payment accordingly. In case of a delay of 3 hours, a deduction of 10% will be applied. However, for delays exceeding 24 hours, an additional deduction of 10% of the agreed-upon project payment per each subsequent commended 24-hour delay will be implemented.

8. Copyrights

The Service Provider transfers proprietary copyrights of each deliverable to the SLT entity that issued the Order, according to the Intellectual Property exhibit.

9. Confidentiality

'Confidential Information' means any proprietary interest in and title to all proprietary and/or confidential information including information relating to SLT's operations, its employees, consultants, agents, customers, pricing terms with any third party or its clients, customer data, hardware and software, documentation, training materials, data, drawings, designs, procedures, trade secrets, know-how, technical, financial, business process, intellectual property, presentations, case studies, video recording, process or information, customers, and all materials prepared by the Service Provider based on such items, as well as any materials including but not limited to marketing plans, finances and other business-sensitive information disclosed by SLT, or acquired by the Service Provider either directly or indirectly in writing, verbally, or by inspection of any computer code, parts or equipment, whether or not such information has been labelled 'confidential' or 'proprietary'.

In connection with this Agreement, the Service Provider will not use and will make commercially reasonable efforts to ensure that their agents will not use any Confidential Information for any purpose other than in connection with the performance of the Services.

The Service Provider shall:

- A. during the term of this Agreement only disclose the Confidential Information to directors, employees, agents, and advisors on an as needed basis in order to perform the Services and only to the extent required for the provision of the Services;
- B. not disclose any Confidential Information to any third party without SLT's prior written consent;
- C. promptly provide SLT with notice of any actual or threatened breach of the terms of this Agreement.

The obligations of the Service Provider under this Section will remain in force during the term of this Agreement and will survive the termination of this Agreement. The obligation not to use or disclose Confidential Information shall be in effect for a period of twenty (20) years after the termination of the Agreement.

In the event of the termination of this Agreement for any reason, the Service Provider will deliver to SLT all documents, notes, data, and other materials of any nature developed in connection with the work with SLT and will not retain any of the foregoing, any reproduction of any of the foregoing, or any Confidential Information that is embodied in a tangible medium of expression, except for archival copies of the foregoing.

10. Force Majeure

The Force Majeure shall be extraordinary events which are caused by external circumstances, unforeseeable by the Parties and outside the control of the Parties, such as cataclysms, natural disasters, warfare, blockades, and strikes.

Neither Party shall be liable for any delay or failure in performance due to Force Majeure. Each Party shall immediately notify the other Party of the occurrence of such an event affecting the Party and shall use all reasonable efforts to recommence provisions as soon as possible.

11. Subcontracting and Assignment

The Service Provider shall not be entitled to assign or otherwise transfer this Agreement or any of their rights hereunder, nor delegate or subcontract any of their obligations without the written consent of SLT.

12. Impartiality

The Service Provider will carry out the Services entrusted to them with complete impartiality and agrees to refuse any assignment they know would expose to a conflict of interest.

The Service Provider shall at all times promptly disclose to SLT any business, financial, or other interest which might potentially or actually affect impartiality.

13. Non-solicitation

The Service Provider shall not, during the term of this Agreement, either directly or indirectly, take away, or attempt to take away any clients who the Service Provider became aware of, acquainted with, or for whom the Service Provider performed Services pursuant to this Agreement, either for their own benefit or the benefit of any other people, firm, corporation or organization without the written consent of SLT. This provision does not prevent the Service Provider from applying for employment (of any kind) via publicly available offers (i.e. on recruitment platforms).

14. Independent Contractor

The Service Provider will be treated as an independent contractor for state tax purposes with respect to Services performed pursuant to this Agreement. The Service Provider understands and agrees that as an independent contractor, they are responsible in full for the payment of all income taxes, self-employment, and similar taxes for them. Service Provider shall indemnify SLT from any and all taxes, interest, and penalties SLT may incur as a result of the above treatment of Service Provider.

SLT shall not be responsible for any payment of employment-related taxes or Service Provider's compensation, nor for any other employee benefits for the Service Provider, nor in respect of any person employed or engaged by the Service Provider. The Service Provider shall hold SLT harmless from any claim related to any of the foregoing.

15. Governing Law

This Agreement and any Orders concluded on its basis shall be governed by and construed in accordance with laws of the Republic of Poland – with regard to with respect to any situation in which, due to mandatory regulations, it is possible for the Parties to adopt Polish law as the applicable law, subject to the country-specific exhibits.

16. Final Provisions

This Agreement shall commence on the date on which it is accepted in the system ('Effective Date'), and shall continue thereafter for an indefinite period unless terminated earlier pursuant to the terms of this Agreement. SLT may terminate this Agreement by written notice effective immediately upon the Service Provider's breach of any substantial term of this Agreement.

In case of Agreement termination, each Party will within five (5) business days return to the other Party all equipment, materials, property, and Confidential Information belonging to the other Party that the other Party had supplied to it in connection with this Agreement, and, on written request, certify in writing to the other Party that it has complied with the requirements of this section. SLT reserves its right to hold off any payment to the Service Provider until all property is returned in reasonably good condition.

The Service Provider is responsible for any damages that may occur to the property of SLT while in the supervision and/or possession of the Service Provider other than the effects of normal wear and tear.

EXHIBIT—INDIA

This Exhibit to the Agreement will apply in case a Mayflower Language Services Pvt. Ltd. issues Order(s) with the Service Provider under this Agreement. The terms of this exhibit will apply in addition to the terms of the Agreement. In the event of any conflict between the terms of the Agreement and this Exhibit, the terms of this Exhibit shall prevail and apply. This Exhibit shall be deemed as a part and parcel of this Agreement.

Mayflower Language Services Pvt. Ltd. will hereinafter be referred to as 'SLT'.

1. The Service Provider expressly agrees to be at all times, well-versed and fully compliant with SLT's information security policy in place. If the Service Provider is deputed to client's premise of SLT, Service Provider agrees to abide and be fully compliant with the client's policies which may be applicable to the Service Provider.
2. Fees
 - (a) Unless otherwise stated, the Fees as mentioned under the Agreement are inclusive of all expenses and charges which may be incurred by the Service Provider during rendering of the Services or as a result thereof. However, if the Service Provider is required to undertake any additional travel to perform the services under this Agreement, the Service Provider will be reimbursed such expenses as per the relevant policies of SLT.
 - (b) If SLT disputes any portion of the Fee claimed by the Service Provider, it may withhold payment of such disputed amount. The Parties agree that they shall endeavour to negotiate on the disputed amount in good faith and expeditiously and based on the decisions made by them, the amount will be paid on the revised invoices.
 - (c) SLT will withhold Withholding Taxes from the amounts payable by SLT hereunder for the Deliverables, and from any other payments, and will remit such Withholding Taxes to the appropriate taxing authority, for the benefit of the Vendor.
3. If the Service Provider is deputed to the respective customer/client's premises of SLT, Service Provider hereby agrees to perform such services, strictly as per the terms and conditions provided in this Agreement and basis any additional instructions provided by Mayflower or its customer/clients.
4. OWNERSHIP
 - (a) SLT and Service Provider agree that any and all trademarks, logos, trade names or identifying slogans, which are owned by them respectively, cannot be used by the other Party for any purpose other than the purposes of this Agreement, without the prior

written consent of the relevant Party, unless otherwise expressly stated herein. Service Provider expressly agrees that all intellectual property provided to or developed by the Service Provider under this Agreement, shall be the sole and absolute property of SLT and nothing under this Agreement shall deem to provide the Service Provider with any rights of license, assignment or ownership to such intellectual property.

- (b) Service Provider agrees that all of his/her work product hereunder, including, without limitation, any and all notes, training and other materials, records, drawings, designs, developments, discoveries, inventions, computer programs, copyrightable materials, and trade secrets, that is/are conceived, designed, developed, discovered, produced or made by the Service Provider, solely or in collaboration with others, in the course of providing services to or for the benefit of SLT hereunder, including any derivative works of any of the foregoing made by either Party (collectively, the 'Work Product') shall be the sole and exclusive property of SLT. The term 'derivative work', as used herein, means any translation, including any translation into any other languages, conversion, correction, addition, extension, enhancement, upgrade, revision, improvement, modification, compilation, abridgment or another form in which the Work Product (or any portion thereof) may be recast, transformed or adapted.
- (c) Service Provider acknowledges and agrees that SLT shall have all proprietary rights in and to the Work Product, including, without limitation, all copyrights, patents, trademarks, trade secret rights, and all other intellectual property rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or that hereafter becomes known, and that SLT shall have the exclusive right to use and exploit the Work Product in any manner that Mayflower may choose. In addition, any Work Product (or any portion thereof) which constitutes copyrightable subject matter shall be considered 'work for hire' as the meaning ascribed to the term by Section 17 of the Indian Copyright Act, 1957, as amended.
- (d) In the event any rights, title, and/or interests in and to the Work Product (or any portion thereof) shall not vest automatically in and with Mayflower as work made for hire, Service Provider hereby irrevocably assigns, conveys and otherwise transfers to Mayflower, and its respective successors and assigns, any and all such worldwide rights, title and interests in and to the Work Product, including, without limitation, all copyrights, patents, trademarks, trade secret rights, and all other intellectual property and other such proprietary rights, all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known.
- (e) Service Provider agrees to assist SLT, at SLT's expense, in every proper way both during and subsequent to the term of this Agreement, to secure and protect SLT's rights, title and interests in and to the Work Product in any and all countries throughout the world, including, without limitation, the disclosure to SLT of all pertinent information and data of or concerning the Work Product, and the execution of all documents SLT deems necessary or desirable in order to fully vest in SLT all rights, title and interests in and to the Work Product, to confirm that all such rights have vested exclusively in SLT, and/or to apply for and obtain protection for the Work Product (or any portion thereof) to the fullest extent permitted under applicable law.
- (f) Service Provider agrees that if in the course of performing services for SLT hereunder, Service Provider incorporates into the Work Product any materials and/or proprietary information owned by Service Provider or in which Service Provider has any interest (collectively, the 'Service Provider's Materials'), SLT is hereby granted and shall be entitled to exercise a non-exclusive, royalty-free, perpetual worldwide license (with rights of sublicense) and related rights to make, have made, reproduce, adapt, modify, create derivative works, publicly perform and display, sell, distribute, and otherwise use and exploit Service Provider's Materials for no additional consideration or compensation (other than as expressly set forth in this Agreement).
- (g) Service Provider may from time to time provide suggestions, comments or feedback to SLT regarding any of the particular training or educational material development projects, textbooks, chapter of textbook and/or titles that relate in any manner to Service Provider's Work Product hereunder (collectively, 'Service Provider Feedback'). Both Parties acknowledge and agree that any and all Service Provider Feedback is and shall be given entirely voluntarily. SLT shall be freely entitled to reproduce, prepare derivative works, disclose to third parties, display and perform (publicly or otherwise), sell, rent, lease, license, distribute, and otherwise exploit any and all Service Provider Feedback in any manner that SLT deems appropriate, at its sole discretion, without obligation or liability of any kind to Service Provider or to any third party.

5. INDEMNITY AND OTHER REMEDIES

Service Provider agrees to indemnify and hold SLT and its officers, directors, employees, agents, successors and assigns (collectively, the 'Indemnified Parties') harmless from and against any and all claims, losses, liabilities, damages, judgments, costs and/or expenses (including, without limitation, reasonable attorneys' fees and court costs) which result from a breach in any applicable law, gross negligence or breach or alleged breach of any of Service Provider's representations and warranties or which are incurred by SLT or any of the other Indemnified Parties in connection with the settlement or avoidance of any of the foregoing claims, Service Provider's breach of any terms of this Agreement, any and all losses arising from or in connection with the damage, loss (including theft) or destruction of any real property or tangible personal property of SLT and its clients/customer or personal injury resulting from the actions or inactions of such Service Provider insofar as such damage arises out of or in the course of fulfilling its obligations under this Agreement.

6. LIMITATION OF LIABILITY

In no event shall SLT be liable for any special, incidental, indirect or consequential damages of any kind in connection with this Agreement, even if SLT has been informed in advance of the possibility of such damages. Notwithstanding anything to the contrary and regardless of the form or nature of the claim or action, the total cumulative liability of SLT under this Agreement shall be limited to the aggregate of the amounts paid to the Service Provider for the month during which the claim arose.

7. INDEPENDENT CONSULTANT

It is expressly agreed and understood that this Agreement is entered on a principal-to-principal basis and nothing herein creates any joint venture, partnership or other similar relationship. In performing services hereunder, the Service Provider shall operate as and have the status of an independent Consultant and shall not act as or be an agent or employee of SLT. For this reason, all of Service Provider's activities will be at his/her own risk and liability, and Service Provider shall not be entitled to worker's compensation or other insurance protection or benefits from SLT. The manner and means by which Service Provider chooses to complete the services are in Service Provider's sole discretion and control. Service Provider shall have no right or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of SLT, whether express or implied, or to bind SLT in any respect whatsoever.

8. GOVERNING LAW

This Agreement shall be governed by the laws of Republic of India and the venue for resolution of all disputes under this Agreement will be Bangalore, India. This Agreement shall be subject to the jurisdiction of the courts at Bangalore, India.

9. NOTICES

Any notice or other communication to be given hereunder will be in writing and given by facsimile, post-paid registered or certified mail return receipt requested, or electronic mail, or to such other address as the Parties may specify from time to time. The date of receipt shall be deemed the date on which such notice is given.

10. TERM AND TERMINATION

- a. This Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with the provisions of this Section, shall remain in effect for a period of 24 months following the Effective Date with automatic renewal for a further period of 24 months each time, unless otherwise terminated in accordance with this Agreement ('Term').
- b. Notwithstanding the termination of this Agreement, unless otherwise expressly stated by a notice of termination, the Term automatically shall be extended until the completion (or termination) of the last issued and outstanding Order, which extension shall not constitute a renewal of the Term.
- c. Each of the Parties shall have the right to terminate this Agreement, effective immediately, (i) if the other Party defaults in the performance of any of his/her/its material obligations provided for in this Agreement and such default is not corrected or cured within ten (10) business days after the defaulting Party's receipt of written notice of such default. Notwithstanding the foregoing, SLT may terminate this Agreement with immediate effect, by a notice in writing (without payment of any Fee in lieu of notice), in the event of Service Provider's misconduct, including but not limited to, unsatisfactory delivery of service, fraudulent, dishonest or undisciplined conduct of, or breach of integrity, or embezzlement, or misappropriation or misuse SLT's property, or insubordination or insolvency or conviction for any offence involving moral turpitude, or material breach of confidentiality or intellectual property obligations under this Agreement
- d. In addition, SLT may terminate this Agreement at any time without giving any reason for the same, by giving notice of 30 days to the Service Provider, without further liability of any kind to the Service Provider or to any third party.
- e. Upon any termination of this Agreement, SLT is only obliged to pay such amounts as are due and payable to Service Provider for services previously provided, but that are as yet unpaid, and related expenses (if any) incurred hereunder prior to the effective date of termination, which sums shall be paid by SLT in accordance with the terms and subject to the conditions contained in this Agreement.
- f. SLT reserves the right to terminate this Agreement with immediate effect if the Service Provider is found to be on leave without prior notice of the same and such shall be treated as a matter of gross negligence and abandonment of duties of the Service Provider.
- g. Termination of this Agreement shall not affect any rights and obligations of the Parties that shall have accrued prior to such termination. All obligations under this Agreement which by their very nature shall survive termination of this Agreement, shall so survive.

EXHIBIT—CANADA/USA

This Exhibit will apply if Summa Linguae Technologies Canada Inc., Summa Linguae Technologies USA Inc. issues Order(s) with the Service Provider under this Agreement. The terms of this exhibit will apply in addition to the terms of the Agreement. In the event of any conflict between the terms of the Agreement and this Exhibit, the terms of this Exhibit shall prevail and apply. This Exhibit shall be deemed as a part and parcel of this Agreement.

Summa Linguae Technologies Canada Inc., Summa Linguae Technologies USA Inc. which issues Orders under this Agreement to the Service Provider will hereinafter be referred to as 'SLT'.

1. Password Policy

- Passwords must meet the requirements of the platform or account they are being created for. If not specified, passwords should meet the following criteria: At least eight (8) characters; A combination of at least one character from each of the following four listed character types: Uppercase letters (A-Z), Lowercase letters (a-z), Number (0-9), Non-alphanumeric character (~! @ # \$ %)
- Service Providers agree to notify the PM within 48 hours in any instances where security has been compromised (examples include but are not limited to computer lost or stolen, passwords, accounts or emails have been compromised or hacked).

2. Clear Desk Policy

Service Providers are required to ensure that all confidential data in hardcopy or electronic form, including paper notebooks and printed sheets, and storage devices such as USB drives, must be removed from their desks to prevent unauthorized access in their work area. Best practices include:

- Any time an individual leaves their workstation for any period of time they must use the lock screen function on their computer.
- The computer must be password protected to gain any level of access to the device.
- Any hardcopy confidential documents must be removed from desk or common space and either properly and securely stored or disposed.

By signing this agreement, the Service Provider agrees not to:

- a. Share any information about SLT projects with family, friends, or any person(s) other than SLT employees or agents of the client.
- b. Disclose the names of the clients to any person(s) other than SLT employees or agents of the client.
- c. Post any images of the work performed for SLT on social media.
- d. Discuss processes and projects related to SLT with other companies.
- e. Disclose any confidential information to any person(s) other than SLT employees or agents of the client.

3. Employment—For agencies only

- a. There is no forced, bonded or involuntary prison labor.
- b. All employees, without distinction, have the right to join or form trade unions of their own choosing and, where a significant proportion of the workforce agree, to bargain collectively.
- c. Employees' representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- d. The Service Provider employs no children under the age of 15. If national laws or regulations allow children between the ages of 13 and 15 to perform light work, such work is not permitted under any circumstances if it would hinder a minor from the completion of compulsory schooling or training, or if the employment would be harmful to their health or development.
- e. Service Providers should develop or participate in and contribute to policies and programmes that provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- f. Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- g. The Service Provider shall comply with the respective national laws and regulations regarding working hours, wages and benefits.
- h. In any event, wages should not be paid in kind and should be enough to meet basic needs.
- i. All workers should be provided with written and comprehensible information about their employment conditions in respect to wages before they enter employment and the particulars of their wages for the pay period concerned each time that they are paid.
- j. Deductions from wages as a disciplinary measure should not be permitted. Deductions from wages not provided for by national law should only be permitted with the expressed permission (without duress) of the worker concerned. All disciplinary measures should be recorded.
- k. Standard working hours must comply with national laws and national benchmark industry standards; whichever affords greater protection to the employee.
- l. All employees should not on a regular basis be required to work in excess of 48 hours per week and should be provided with at least one day off for every 7-day period on average. Overtime requested by the employer must be voluntary and must not be requested on a regular basis.

- m. A policy of equality for all should be in place and there should be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, religious beliefs, union membership or political affiliation.
- n. A policy of equality for all should be in place and there should be no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, religious beliefs, union membership or political affiliation.
- o. To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice.
- p. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship should not be avoided.
- q. To provide a safe and healthy working environment bearing in mind international standards, the prevailing knowledge of the industry and of any specific hazards.
- r. To take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working practice and environment.
- s. Provide workers with suitable and sufficient health and safety training, in order that they fully understand the hazards associated with the work activity and environment and the correct practices required to minimize the risks.
- t. Provide suitable and adequate welfare facilities including toilet facilities,
- u. drinking water and food storage where required. Accommodation, where provided, shall be clean, safe and meet the needs of the workers.
- v. To assign responsibility for health and safety to a senior management representative.
- w. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse of other forms of intimidation shall be prohibited.

EXHIBIT—INTELLECTUAL PROPERTY

1. The Parties agree, that in the case the Service Provider creates, as a result of or in connection with the performance of the provisions of this Agreement, a work within the meaning of the Polish Act of 4 February 1994 on Copyright and Related Rights, hereinafter referred to as the 'Copyright Act', such work shall be free from any legal and factual defects and faults within the meaning of the Article 55 paragraph 1 of the Copyright Act, and with the moment the work is created, the Service Provider transfers to SLT, as part of the remuneration received, the entirety of the authors economic rights as well as the right to permit the exercise of the derivative rights and the right to grant further authorizations to third parties in this regard to this work, without any time and territorial restrictions. The Parties agrees that this Exhibit also applies to the rights to works created by the Service Provider for the SLT before signing this Agreement that has not been already transferred to the SLT.
2. The transfer of the author's economic rights, referred to above, includes all fields of exploitation referred to in Article 50 of the Copyright Act, in particular:
 - a. use of works for the purposes of SLT's activity;
 - b. fixing and reproducing by any technique, including printing, reprography, analogue and digital recording, on any type of carriers, including in particular magnetic, optical and semiconductor storage carriers, as printouts, copies obtained by reprographic technique, regardless of the form;
 - c. introducing, fixing, reproducing and processing in the memory of ICT systems, regardless of their type, including in the memory of mobile devices, as well as transmission within these systems, regardless of the transmission technology used, including with the use of CDMA, HSPA, HSDPA, UMTS, LTE, GSM transmission systems and their equivalents and substitutes, introducing to the Internet;
 - d. within the scope of trading in an original or copies — marketing, lease or rental, making available for use against payment or free of charge, lending, using and collecting benefits from the original or copies on which the works have been fixed and/or reproduced;
 - e. within the scope of distribution by means other than those indicated under the letter d.
above - public performance, display, screening, broadcasting, performance in any manner and/or form;
 - f. making available in such a way that everyone can access the work in a place and at a time individually chosen by them, regardless of the technological means of such making available;
 - g. storing, including in computer memories, in particular on hard disks or portable drives;
 - h. using for informational, advertising, marketing, promotional, training and other purposes, including for the production of items and all kinds of products marketed and sold
(franchising);
 - i. modifying and adapting to the needs of SLT, in particular.

3. Within the fields of use specified above in paragraphs 2 above, the Service Provider transfers to SLT the right to exercise on derivative works (Polish: *prawa zależne*) to works and to consent to the use and exercise of derivative rights to works by third parties, in particular the right to create, use and dispose of any development of works, make any modifications, alterations, adaptations and translations. For avoidance of any doubt each Party hereby confirms that in terms of the fields of exploitation contained therein, SLT shall have the exclusive right to exercise derivative rights, including compilation of the works and the disposal and use of such studies and the exclusive right to authorize the exercise of derivative rights, in particular to authorize the preparation of all kinds of studies of the works and authorizations to dispose and use such studies.
4. SLT is not obliged to distribute the work. The decision to distribute the work as well as the time and manner of such distribution rests with SLT.
5. For the avoidance of any doubt, the Service Provider indicates that Service Provider's intention is to transfer the rights to the works to SLT as broadly as possible, so that all rights to the works belong to SLT and no rights remain with Service Provider. In the event that new fields of use of the works emerge that were unknown at the time of conclusion of this agreement, the Service Provider undertakes to conclude an agreement with SLT transferring the author's economic rights, including the derivative rights to the works in these new fields of use immediately after SLT notifies the Service Provider to do so. The transfer of authors economic rights together with derivative rights in these new fields of use shall take place in writing and within the remuneration specified in this Agreement.
6. The Service Provider undertakes not to exercise the author's moral rights to the work, in particular:
 - a. authorship rights;
 - b. to mark the work with Service Provider's name or a pseudonym or to make it available anonymously - the Parties agree that SLT shall be entitled to decide on the designation of authorship of the work, the manner of designation of authorship, including the right to designate a person other than the Service Provider as the author;
 - c. inviolability of the content and form of the work and its fair use - the Parties agree that SLT shall be entitled to make changes to the work and to use the work regardless of the circumstances and context of such use;
 - d. to decide whether to make the work available to the public for the first time;
 - e. supervision over the use of the work.
7. At the time the work is created, the Service Provider authorizes SLT, on an exclusive basis and in perpetuity, to exercise the author's moral rights on behalf of the Service Provider, and to grant further authorizations, consents or permissions to third parties to exercise these rights.
8. The obligations referred to in clause 6 and the authorization referred to in clause 7 shall be of unlimited duration and impossible to withdraw or terminate due to their specific economic purpose, and in the case of doubting the effectiveness or validity of the said provision, in particular when such doubting is made by an authorized body, including the court. These obligations may be terminated in writing under pain of nullity with 20 years notice effective at the end of a calendar year.
9. The Service Provider shall transfer to SLT all rights to other tangible or intangible creations created in performance of the provisions of this Agreement that do not have the characteristics of a work, as of the moment they are fixed.
10. Service Provider shall not be entitled to any additional remuneration, other than remuneration specified in Order, for the transfer of rights to the works created as a result of or in connection with the performance of the provisions of this Agreement, referred to above, on all of the abovementioned fields of exploitation and the rights granted to SLT, exceeding the remuneration.
11. The transfer of rights to the work shall also include the transfer of the right to the SLT to file any work or any element thereof for protection, in particular as a trademark, industrial design, utility model, or invention, without limitation in time or territory.
12. Together with the transfer of copyrights to the work, the Service Provider shall transfer to SLT the ownership of the media on which the work is fixed, in cases where the work was provided in writing or fixed on mass storage, CD, DVD or other similar media.
13. The parties agree and acknowledge that the SLT's use of the work or rights thereto prior to the date of the Agreement was with the consent of the Service Provider, and the Service Provider waives all rights and claims in connection with the SLT's use of the work prior to the date of the Agreement.
14. This exhibit is deemed to be duly signed as of the date of accepting this document in the system.

DATA PROCESSING AGREEMENT

concluded by and between:

Summa Linguae Technologies S.A., 110 Opolska street, 31-323 Krakow (Poland), and: Summa Linguae Technologies Canada Inc., Summa Linguae Technologies USA Inc., Mayflower Language Services Pvt. Ltd., Summa Linguae Technologies Sweden AB, (collectively and each individually as 'SLT' or 'Controller', operating under the brand name 'Datamundi'), and
'Service Provider' defined by full name, address and other identifying data as per portal sign-up details, hereinafter as the 'Processor' or 'Service Provider'.

Whereas,

- (A) SLT and Service Provider concluded a service provision agreement to define the rules of cooperation between SLT, and the Service Provider, with regard to the provision of translation/interpreting/data services/other solicited services on a non-exclusive basis by the Service Provider for SLT ('Service Provision Agreement');
- (B) In connection with the above cooperation, the Service Provider will process personal data collected by SLT, as well as personal data entrusted to SLT for processing by its clients;
- (C) Due to the circumstances described above, based on Section 13 of the Service Provision Agreement SLT and Service Provider conclude this agreement to entrust the processing of personal data with the following content ('Data Processing Agreement');

§ 1. Parties' representations

1. The Controller entrusts the Processor with the following personal data for processing:
 - a) Categories of data subjects:
 - clients and data entrusted by them to SLT for processing in order to perform the services provided by SLT (personal data included in the documents to be translated, as well as other data provided).
 - b) Type of personal data:
 - name, surname, address, telephone number, e-mail, position, other data provided in connection with the cooperation and the provision of services.
2. The Processor declares that it has the means to properly process personal data entrusted by the Controller, to the extent and purpose specified in this Agreement.
3. The Processor undertakes not to modify, delete or use the personal data entrusted to him for processing in any way other than for the purposes of providing services to the Controller. Moreover, the Processor undertakes to maintain full confidentiality regarding the data entrusted to him for processing.
4. The Processor also represents that the persons engaged in the processing of the personal data have been granted authorisations to process the personal data and that these persons have been made aware of the personal data protection regulations and of the responsibility for failing to observe them, have undertaken to observe them and to keep the processed personal data and the measures of securing them secret indefinitely.

§ 2. Purpose, scope, place of processed personal data

1. The Controller entrusts to the Processor the processing of personal data referred to in § 1(1) of the Agreement solely for the purpose of cooperation based on the Service Provision Agreement.
2. The Processor undertakes to process the personal data only for the purposes referred to in this Agreement and only to the extent that is necessary for those purposes.
3. At the request of the Controller or the data subject, the Processor will indicate the locations where it processes the data.

§ 3. Principles for personal data processing

1. The Parties undertake to perform their obligations under the Agreement with the utmost professional diligence in order to safeguard the Parties' legal, organisational and technical interests in the processing of the personal data.
2. The Processor undertakes to apply technical and organizational measures aimed at properly securing personal data entrusted for processing, appropriate to the threats and categories of data subject to protection, in particular to protect them against disclosure to unauthorized persons, removal by an unauthorized person, processing in violation of legal provisions and change, loss, damage or destruction.
3. The Processor declares that the IT systems used to process the entrusted data meet the requirements of currently applicable legal provisions.

4. The Processor, taking into account the nature of the processing, shall, as far as possible, help the Controller through appropriate technical and organizational measures to fulfill the obligation to respond to the data subject's requests regarding the exercise of his or her rights.
5. The Processor is obliged to notify the Controller of any suspected breach or finding of a breach of personal data protection - no later than within 24 (in words: twenty-four) hours from the moment of receiving information about a suspected breach or finding of a breach of personal data protection. In the notification, the Processor is obliged to indicate the circumstances of the event, probable causes and measures that were applied in connection with the event in order to minimize the negative effects - along with the necessary documentation. The Processor is obliged to provide the Controller with the opportunity to participate in clarifying the circumstances of the event. The Processor is obliged to provide all information and explanations, and to take all actions necessary to enable the Controller to fulfil its notification obligations towards the competent supervisory authority in the field of personal data protection.
6. The Processor, taking into account the nature of the processing and the information available to it, helps the Controller to fulfill the obligations specified in Art. 32-36 of 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 ("GDPR").
7. After completing the provision of services related to processing, at the discretion of the Controller, the Processor deletes or returns all personal data and deletes all existing copies thereof, unless specific legal provisions require the storage of personal data.
8. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Agreement and enable and contribute to the Controller or an auditor authorized by the Controller to carry out audits, including inspections.
9. The Controller controls the method of processing the entrusted data after informing the Processor about the planned control. The Controller or persons designated by him are authorized to enter the rooms where data is processed and to inspect the documentation related to data processing. The Controller is entitled to request the Processor to provide information regarding the course of data processing and to provide processing records (subject to the Processor's commercial confidentiality).
10. The Processor, due to the fact that it is based in a country outside the European Economic Area, undertakes to apply the standard contractual clauses adopted by the Commission (EU) by Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses contractual arrangements for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, which constitute Annex No. 1 to the Agreement.

§ 4. Subprocessing

1. The Processor may subcontract the processing of personal data by way of a written subprocessing agreement to other processors, subject to the prior detailed written consent of the Controller.
2. When subcontracting, the Processor is obliged to oblige the subprocessor to fulfill all of the Processor's obligations arising from this Agreement, except for those that do not apply due to the nature of the specific subentrustment.

§ 5. Liability of Parties

1. The Controller is responsible for compliance with legal provisions regarding the processing and protection of personal data, in particular the GDPR.
2. The above does not exclude the Processor's liability for processing the entrusted data contrary to the Agreement.
3. The Processor is liable for damage caused by processing if it failed to fulfill the obligations imposed by this Agreement or if it acted outside the lawful instructions of the Controller or contrary to these instructions.

§ 6. Miscellaneous

1. Any changes to this Agreement should be made in writing or in electronic form under pain of nullity.
2. If this Agreement refers to legal provisions, it also means other provisions regarding the protection of personal data, as well as any amendments that will enter into force after the date of conclusion of the Agreement, as well as legal acts that will replace the indicated acts and regulations.
3. Any disputes arising from the performance, non-performance or improper performance of this Agreement will be resolved by the court having jurisdiction over the Controller's registered office.
4. This Agreement shall be governed by and construed in accordance with laws of the Republic of Poland – with regard to with respect to any situation in which, due to mandatory regulations, it is possible for the Parties to adopt Polish law as the applicable law, subject to the country-specific exhibits attached to the Service Provision Agreement.
5. This data processing agreement is valid for the duration of the provision of services to the Controller, which services involve the processing of personal data.

STANDARD CONTRACTUAL CLAUSES**SECTION I****Clause 1****Purpose and scope**

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of 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 (General Data Protection Regulation)¹ for the transfer of personal data to a third country.

(b) The Parties:

- (i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and
- (ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2**Effect and invariability of the Clauses**

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3**Third-party beneficiaries**

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

- (i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;
- (ii) Clause 8.1(b), 8.9(a), (c), (d) and (e);
- (iii) Clause 9(a), (c), (d) and (e);
- (iv) Clause 12(a), (d) and (f);
- (v) Clause 13;
- (vi) Clause 15.1(c), (d) and (e);
- (vii) Clause 16(e);
- (viii) Clause 18(a) and (b).

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4**Interpretation**

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5**Hierarchy**

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6**Description of the transfer(s)**

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional**Docking clause**

- (a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.
- (b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.
- (c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

- (a) The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.
- (b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I. B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

- (a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall,

¹ Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision 2021/915.

where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

- (b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.
- (d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union² (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

- (i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;
- (ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

- (a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.
- (b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.
- (c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.
- (d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

² The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.

- (e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

- (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 14 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.
- (b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects³. The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.
- (c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.
- (d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.
- (e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

- (a) The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.
- (b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.
- (c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

- (a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.
- (b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.
- (c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:
- (i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;
 - (ii) refer the dispute to the competent courts within the meaning of Clause 18.
- (d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.
- (e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.
- (f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

- (a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

³ This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.

- (b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.
- (c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.
- (d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.
- (e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.
- (f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.
- (g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

- (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.
- (b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

- (a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.
- (b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:
 - (i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;
 - (ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards⁴;
 - (iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.
- (c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

⁴ As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.

- (d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.
- (e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).
- (f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

- (a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:
 - (i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or
 - (ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.
- (b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.
- (c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).
- (d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.
- (e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

- (a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer 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. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).
- (b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.
- (c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS**Clause 16****Non-compliance with the Clauses and termination**

- (a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.
- (b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).
- (c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:
 - (i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;
 - (ii) the data importer is in substantial or persistent breach of these Clauses; or
 - (iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

- (d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.
- (e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17**Governing law**

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 Poland.

Clause 18**Choice of forum and jurisdiction**

- (a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.
- (b) The Parties agree that those shall be the courts of Poland.
- (c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.
- (d) The Parties agree to submit themselves to the jurisdiction of such courts.
- (e) These Clauses have been drawn up in two language versions: Polish and English, both of the same legal effect. In case of any divergence between the Polish and English versions, the English version shall prevail.

ANNEX I

A. 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]*

1. Name: Summa Linguae Technologies S.A.; Address: ul. Opolska 110, 31-323 Kraków, Poland
Name: Summa Linguae Technologies Sweden AB; Address: Klippan 1J, SE-414 51 Gothenburg, Sweden
Name: Summa Linguae Technologies Canada Inc. Address: 310-1008 Homer Street, Vancouver, British Columbia V6B 2X1, Canada
Name: Summa Linguae Technologies USA Inc.; Address: 276 Turnpike Rd. #234, Westborough, MA 01581, United States of America
Name: Mayflower Language Services Pvt Ltd; Address: No 104, 2nd Floor, Infantry Techno Park, Infantry Road, Bangalore KA 560001 IN, India

Contact person's name, position and contact details:

Elwira Latkowska, HR Manager, e-mail: privacy@datamundi.ai

Activities relevant to the data transferred under these Clauses: The Controller and the Processor concluded a service provision agreement, based on which the Processor will provide the Controller with translation/interpreting/data services/other solicited services to the Controller's clients. Processor will process personal data collected by the Controller, as well as personal data entrusted to the Controller for processing by its clients.

This document is signed by the Controller as per the date of accepting this document in the system.

Role (controller/processor): Controller

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

1. Name: 'Service Provider' defined by full name, address and other identifying data as per portal sign - up details

Contact person's name, position and contact details:

- data as per portal sign - up details.

Activities relevant to the data transferred under these Clauses: The Controller and the Processor concluded a service provision agreement, based on which the Processor will provide the Controller with translation/interpreting/data services/other solicited services to the Controller's clients. Processor will process personal data collected by the Controller, as well as personal data entrusted to the Controller for processing by its clients.

Approved and accepted as of the date of registering in the portal. Accepting the terms and conditions hereof is an integral part of registration.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

- clients and data entrusted by them to SLT for processing in order to perform the services provided by SLT (personal data included in the documents to be translated, as well as other data provided)

Categories of personal data transferred

- name, surname, address, telephone number, e-mail, position, and other data provided in connection with the cooperation and the provision of services

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

- Documents provided by clients for translation may contain some sensitive data.
- Applied restrictions: as described in Annex II

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

On continuous basis

Nature of the processing

Ongoing data processing via software to manage the projects, e-mail, cloud storage, IT equipment, for the duration of the service provision agreement, not on a mass scale.

Purpose(s) of the data transfer and further processing

Performance of the service provision agreement concluded between the Controller and the Processor

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

The duration of the service provision agreement concluded between the Controller and the Processor and, in justified cases, the limitation period for claims arising from this agreement

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

N/A

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

President of the Personal Data Protection Office in Poland

ANNEX II

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

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

- Access control to the Processor's office.
- Control of access to hardware and software used to process personal data (logging in using user ID and password).
- Authorization when unlocking the smartphone screen.
- Limiting access to key infrastructure to a limited group of people.
- Two-factor login enabled where possible.
- Backups.
- Office cabinet, locked for documents containing personal data, available only to authorized persons.
- Document shredder.
- Password-protected screen saver after a specified period of user inactivity.
- Systems lock after long periods of inactivity.
- Antivirus protection.
- Clean desk and clean desktop policy.
- Ongoing monitoring of operations performed on personal data.
- Differentiating access to individual resources containing personal data.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed for Modules Two and Three, in case of the specific authorisation of sub-processors (Clause 9(a), Option 1).

The controller has authorised the use of the following sub-processors:

1. Name:

Address: NOT APPLICABLE

Contact person's name, position and contact details: NOT APPLICABLE

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): N/A

2. Name:

Address: NOT APPLICABLE

Contact person's name, position and contact details: NOT APPLICABLE

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): N/A