

STANDARD TERMS AND CONDITIONS

This Agreement is between the person or entity accepting this Agreement in order to gain access to the Client Portal ("**Client**") and:

- (a) if the Client is resident or incorporated in the United Kingdom or the European Union, **Straker Europe Ltd.** a company registered in Ireland having its principal place of business at Unit 18/19 The Reeks Gateway, V93 A2P4, Killarney, Ireland
- (b) if the Client is resident or incorporated in Japan, **Straker Japan KK.** a company registered in Japan having its principal place of business at 12F YANMARTOKYO, 2-1-1 Yaesu, Chuo-ku, Tokyo
- (c) if the Client is resident or incorporated in the United States of America, **Straker Translations Inc.** a company registered in the State of Delaware having its principal place of business at 3400 North Ashton Blvd., Suite 150, Lehi, UT 84043; or
- (d) in all other cases, **Straker Ltd.** a company registered in New Zealand having its principal place of business at Level 2, 49 Parkway Drive, Rosedale, 0632, New Zealand,

(the relevant entity being "**Straker**" for the purpose of this Agreement).

This Agreement applies from the time when the Client signs up for the Client Portal (and clicking to accept this Agreement), until the date on which this Agreement is terminated or otherwise ends.

This Agreement sets out Straker's obligations as a service provider, and the Client's obligations as a customer of Straker. The Client cannot use Straker's services unless it agrees to this Agreement.

BACKGROUND

- A. Straker is a global company that provides translation and localisation services in more than 80 languages.
- B. The Client requires translation and other localisation services on an ongoing basis and wishes to engage Straker to provide those services when requested by the Client.
- C. Straker and the Client have agreed that Straker will provide translation and other localisation services to the Client, in accordance with the terms and conditions of this Agreement.

OPERATIVE PART

1 Interpretation and definitions

1.1 In this Agreement:

"Accepted Quote" means a Quote which the Client accepts in writing addressed to Straker, including written notice by the Client to Straker to proceed with the Services or by the Client clicking 'Accept' or 'Order Now' on a Quote (provided that the Client is not permitted to make any change to the Quote and if the Client does so the Quote is deemed to be not accepted by both parties);

"Affiliates" means any legal entity or other business organization anywhere in the world in which Straker's main holding company Straker Translations Limited holds a twenty-five per cent or higher equity interest whether directly or indirectly, and whether the interest is shares, debentures or otherwise, voting or non-voting.

"Agreement" means these Standard Terms and Conditions;

"Application Programming Interface (API)" means the application that has been developed by Straker to enable Source Materials to be supplied by a Client to Straker in an electronic and agreed format means;

"AI Verification Services" means a service by which a translation verification is carried out by a computer using generative artificial intelligence technologies that are capable of machine learning and operating outside of fixed translation rules (with no human involvement or checking), and if applicable, will be as specified in the Accepted Quote;

“Client Portal” means Straker's online portals for clients known as deltaRay; Language Cloud, Verify, Swiftbridge and Cloud AI

“Client Validator” means any person or organization (including the Client's staff, distributors, freelance translators or any other person) chosen by the Client to access and review the Validation Materials via the Validation Platform;

“Client Marks” means any logos, symbols, designs, trademarks, business names, domain names, distinctive colors schemes, fonts or graphic elements associated with the Client's branding; whether registered or unregistered;

“Confidential Information” means any proprietary information, know-how and data disclosed in confidence by one party to the other party (and including in the case of the Client the Source Materials and the Deliverables), but does not include any information which (a) is in the public domain; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party;

“Contract” means a binding agreement formed by both parties in relation to the Services provided in an Accepted Quote;

“Correction Request” has the meaning given to that term in clause 6.11(a);

“Credit Account” means an account made available to the Client following completion of a credit account application form (with all requirements satisfied) and validation of the application by Straker's finance team or the Affiliate's finance team (as applicable);

“Data” means the Client's data provided to Straker or Affiliate (as applicable) and includes the Source Materials, and where applicable and where the context permits, includes Personal Information;

“Deliverables” means the final deliverables produced as a result of the Services;

“Desktop Publishing” (DTP) means the creation or modification of documents using page layout and other skills and techniques (via computer), and if applicable will be as specified in the Accepted Quote;

“Edit Services” means where Straker has provided Translation Services, Sub-Titling Services, Voiceover Services or Transcribing Services in respect of the relevant Source Materials, the editing by a second Straker Translator of the translation work or where the Client has had translation work done by someone other than Straker, but has requested Straker to edit the translation work (in which case, the Client needs to provide to Straker the original source language version and the translated version), and if applicable will be as specified in the Accepted Quote;

“Enterprise Clients” means any client with a binding agreement with Straker or related entity which meets any one of the following qualifying attributes: is a incorporated company in their relevant jurisdiction, is a publicly traded company in their relevant jurisdiction, engages in commerce in more than one jurisdiction or domestic location, employs more than 25 full time employees, or is otherwise engaged in the practice of providing services to clients utilising our Services.

“Force Majeure Event” means an act of God, strike, lockout, war (declared or undeclared), blockade, act of public enemy, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental restraint, riot, civil commotion, expropriation, prohibition, intervention or embargo, industrial conditions, electrical, telecommunications, or other utility or network failures, or other event which is not within the control of the affected party, but excludes:

- (a) any event which the party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or
- (b) a lack of funds for any reason.

“Gross Error” means an error in provision of Services that means:

- (a) the translation presents a potential safety risk to product users where that risk would not be presented if the translation was accurate;
- (b) the translation includes an offensive statement that would not be presented if the translation was accurate;
- (c) the product or the content of the text is misrepresented; or
- (d) the original content meaning is lost altogether.

“Human in the Loop Localisation Services” means where Straker has provided AI Verification Services or Machine Translation Services, in respect of the relevant Source Materials, the further processing of the Deliverables from such AI Verification Services or Machine Translation Services by a Straker Translator, either by verifying the accuracy of the relevant Deliverable or further translating it into one or more other languages, and if applicable will be as specified in the Accepted Quote;

“Intellectual Property” includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;

“Interpreting Services” means the in-person, telephonic, and other oral translation of spoken words into another language, and if applicable will be as specified in the Accepted Quote;

“Jurisdiction” means:

- (a) if Straker Limited is a contracting party to this Agreement, New Zealand;
- (b) if Straker Europe Limited is a contracting party to this Agreement, Ireland;
- (c) if Straker Japan KK is a contracting party to this Agreement, Japan; or
- (d) if Straker Translations Inc is a contracting party to this Agreement, the State of Delaware (USA);

“Localisation Services” means the process of adapting translation to a specific county or region, where people speak different languages or where the same language is spoken.

“Machine Translation Services” means a service by which a translation is carried out by a computer (with no human involvement or checking) using either traditional machine translation methodologies or generative artificial intelligence technologies that are capable of machine learning and operating outside of fixed translation rules (the decision to use traditional or artificial intelligence technologies is at Straker’s sole discretion), and does not include AI Verification Services, and if applicable will be as specified in the Accepted Quote;

“Marketing Activities” means displaying a Client Mark on various marketing and promotional materials, including but not limited to website displays such as in ‘client lists’ or ‘companies we work with’, printed marketing materials, digital advertising, social media posts, press releases, case studies and testimonials;

“Personal Information” means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, which is received by Straker as a consequence of, or otherwise in connection with, this Agreement.

“Plug-In” means a plug-in to a third-party application, that has been developed by Straker to enable Source Materials to be supplied by a Client to Straker;

“Plug-In Licence Agreement” means the licence agreement that governs the Client’s use of the Plug-In, which may be issued separately to the Client and/or which the Client may be required to accept on installation of the Plug-In and/or which may be displayed with the Plug-In;

“Privacy Laws” means all legislation, principles, industry codes and policies, as amended or replaced from time to time, which relate to the collection, use, disclosure, storage or granting of access rights to Personal Information;

“Quote” means a timeline on the completion of Services and associated pricing based on Source Materials provided to Straker by the Client, and thereafter issued by Straker to the Client. The Quote once agreed to by the Client, will become an Accepted Quote;

“Review Services” means either a second review of the Services already completed by Straker as requested by the Client or where the Client has had Services provided by an entity other than Straker, but where the Client has requested Straker to review the Services (in which case, the Client needs to provide to Straker the original Source Materials and the Translation Services completed by the other entity relating to this Source Material) as specified in the Quote (to apply as appropriate, and will be detailed in the Quote to the Client.);

“Services” means the services as specified in the Accepted Quote which may include any one or a combination of the following services: AI Verification Services, Desktop Publishing Services, Edit Services, Human in the Loop Localisation Services, Interpreting Services, Machine Translation Services, Review Services, Sub-titling Services, Transcribing Services, Translation Services and Voiceover Services;

“Source Materials” means the document/s or audio or video recordings submitted by the Client to Straker for translation, sub-titling, transcription or voiceover, as identified in the Accepted Quote;

“Straker Translator” means a person employed or contracted by Straker or its Affiliates (as appropriate) to provide the Services to the Client under this Agreement;

“Sub-titling Services” means captions displayed at the bottom of the screen that translate or transcribe the dialogue or narrative of audio recordings, and if applicable will be as specified in the Accepted Quote;

“Transcribing Services” means writing or typing the content of audio or visual recordings (with or without time stamps), and if applicable will be as specified in the Accepted Quote;

“Translation Services” means the translation of Source Materials into one or more other languages, and if applicable will be as specified in the Accepted Quote;

“Validation” means the validation option is checked in the request for services submitted by the Client to Straker, as evidenced by ‘Validation’ being included in the Quote (free of charge);

“Validation Materials” means (where applicable) the Source Materials and the corresponding translated materials prepared by Straker (in a side by side segmented comparison) that will be compiled by Straker to become the Deliverables;

“Validation Period” means (where applicable) a two-week period, unless an alternative time period is specified in the Accepted Quote or is otherwise agreed between the parties;

“Validation Platform” means Straker’s nominated location where Validation Materials are located;

“Voiceover Services” means recording spoken audio in a target language based on a script, and if applicable will be as specified in the Accepted Quote;

“Website” means Straker’s website at www.straker.ai;

“Working Day” means any day other than a Saturday, Sunday or public holiday in the Jurisdiction.

1.2 Interpretation

- (a) In this Agreement, reference to the plural includes reference to the singular, and vice versa.
- (b) Headings inserted in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

2 Scope of Agreement

- 2.1 Straker will provide the Services and Deliverables to the Client as specified in each Contract.

3 Term

- 3.1 This Agreement commences on the date that it is signed by both parties and continues until terminated by either party under clause 16.

4 Requests for Services

- 4.1 Each request for Services made to Straker and supply of Source Materials to Straker is made subject to this Agreement. All Source Materials will be submitted to Straker using, for each document, one of the following file types: API supplied xml files, Word, Excel, PowerPoint, or Adobe InDesign (and as otherwise agreed with Straker).
- 4.2 No contract exists in respect of any request for Services or in respect of any Source Materials that may be submitted to Straker, unless and until there is an Accepted Quote. Once there is an Accepted Quote, a 'Contract' is formed between the Client and Straker in respect of the Services described in that quote.
- 4.3 Subject to clause 4.4, Straker will issue a Quote after receiving from the Client a request for Services made in accordance with the procedures used on the Client Portal or as otherwise made available by Straker to the Client.
- 4.4 Straker reserves the right to decline to issue a Quote or to provide any Services if the Source Materials contain any material which Straker at its discretion (and without any obligation on Straker to review the Source Materials for appropriateness, legality or otherwise) considers to be offensive, obscene, contrary to any law or otherwise considered by Straker to be inappropriate.

- 4.5 Straker offers an automatically generated quote option (**Auto-Accept Quote**) to Clients who have an ongoing account with Straker. If the Client chooses the Auto-Accept Quote option, this will automatically form a Contract between the Client and Straker in respect of the Services described in a Quote. Clients must advise Straker at the time of entering into this Agreement if they wish to exercise the Auto-Accept Quote option. In the event a Client does not, the process set out in clause 4.3 applies.
- 4.6 The Client shall not (i) make a direct request to any Straker Translator or a third-party service provider engaged by Straker that has provided Services to the Client within the preceding twelve months, for such person or business to provide Services to the Client, or (ii) otherwise engage in a direct relationship for the provision of Services (whether or not for payment) with a Straker Translator or a third-party service provider engaged by Straker that has provided Services to Client within the preceding twelve months. Breach of this clause 4.6 will result in Straker terminating the Agreement with the Client, and the provision of clause 16.6 will take effect,
- 4.7 The Client must promptly notify Straker if the Client is contacted directly a Straker Translator or a third-party service provider engaged by Straker that has provided Services to Client within the preceding twelve months, in circumstances where Straker Translator or a third-party service provider offers to discuss relevant Services with the Client, offers to provide Services to the Client, promotes or advertises the availability of Services (as appropriate).

5 Subscriptions

- 5.1 The subscriptions Straker offers are set out on Straker's website at the time of signing up for the Client Portal, including details of each subscription's features and limitations, fees and subscription periods.
- 5.2 The Client will be billed for the subscription fees on a recurring basis, as set out at the time of signing up for the Client Portal, or by any other means as agreed between Straker and the Client (**'Billing Cycle'**).
- 5.3 A subscription can be upgraded or downgraded at any time through the Client Portal. Any upgrades to a subscription will take effect immediately (and the Client will be charged the difference between the current subscription and the new subscription on a pro-rata basis). Any downgrades to a subscription will take effect from the beginning of the next Billing Cycle.
- 5.4 Subscription fees will be billed at the beginning of each Billing Cycle.
- 5.5 Subscriptions continue for the period set out at the time of signing up for the Client Portal ('Subscription Period'), and at the end of each Subscription Period, provided the Client has paid all fees owing, the subscription will be automatically renewed for the same Subscription Period. If the Client wishes to cancel a subscription, the Client may do so through the Client Portal. Cancellation will take effect at the end of the current Subscription Period (meaning the Client will need to continue paying all fees due up until the current Subscription Period ends).

6 Provision of Services

- 6.1 Clauses 6.2 to 6.16 do not apply to Machine Translation Services and AI Verification Services.
- 6.2 Subject to receipt of all applicable amounts due from the Client, Straker will provide the Services as specified in the Accepted Quote and in accordance with Straker's standard practices and procedures at the time the Quote was issued to the Client.
- 6.3 The Client must provide all information requested by Straker (via the Client Portal, Straker's API, or via a Plug-In) in respect of the Services and ensure that all such information is accurate and complete.
- 6.4 Where information is provided via a Plug-In, the relevant Plug-In Licence Agreement applies and all use by the Client of the Plug-In is subject to and must comply with the Plug-In Licence Agreement.
- 6.5 Straker provides services at different specified service levels. It is the Client's responsibility to select the preferred service level to suit its requirements. Straker will deliver to the selected level of service as specified in the Accepted Quote and has no obligation to check whether that quality level is appropriate for the Client's needs.
- 6.6 Straker has no responsibility to complete Services for the price quoted if the word count and or nature of the translation varies from what was apparent from the Source Materials when first quoted. Straker will provide the Client with a corrected quote with the adjusted amount required for the revised job and amended delivery date if necessary. The Client may opt to cancel the Accepted Quote in that case if the revised correct quote is not acceptable.

- 6.7 Should the Client purchase Services on a non-Working Day then it may result in a minor delay in the timeframe to complete. Straker will use its best endeavours to ensure this does not happen but will notify the Client as soon as practicably possible on a Working Day identifying any delay.
- 6.8 Straker has no responsibility to review the quality of the Source Materials for typographical or any other errors and has no liability to review the Source Material for or to correct any errors or omissions contained in any Source Materials regardless of the nature of such errors or omissions and regardless of the impact that such errors or omissions may have on the quality of the Deliverables.
- 6.9 On completion of the Services and subject to receipt by Straker of all amounts due from the Client, Straker will issue the Deliverables to the Client.
- 6.10 Straker will issue the Deliverables to the Client in accordance with Straker's standard practices and procedures applicable at the time or as otherwise specified in the Quote. Straker will use reasonable endeavours to issue the Deliverables on or before the agreed delivery date / time, or where no specific delivery date/ time is agreed within a reasonable time following receipt of the Accepted Quote, but Straker accepts no liability for any delay in meeting the applicable timing.
- 6.11 Clauses 6.11 to 6.13 set out the Client's sole remedy (to the extent permitted by law) for Deliverables that contain errors. If the Client considers that a Deliverable contains errors and wishes to have those errors corrected by Straker:
- (a) the Client must notify Straker as required below within 10 Working Days following receipt of the Deliverable (**'Correction Request'**). Straker will not accept any Correction request for Deliverables received after the 10 Working Day period in this clause 6.11(a);
 - (b) Correction Request notifications must be emailed to Straker at processing@straker.ai Correction Request made via telephone will not suffice. The Correction Request must include: Job #, relevant Deliverables details, and specific details of errors.
 - (c) on receipt of a Correction Request, Straker will assess the errors and, if Straker agrees there are errors, will revise and re-issue the Deliverable within a reasonable time following receipt of the Correction Request, taking into account the nature and extent of the errors.
 - (d) if the Client considers that the revised Deliverables still contain errors, the Client may issue a further Correction Request under clause 6.11(a), which must be received by Straker within 10 Working Days from the date of issue of the first revised Deliverable.
- 6.12 **If the Client has a Credit Account:** If two Correction Requests have been issued and the Client considers there are Gross Errors in the Deliverables, the Client may request a credit on the following basis (**'Credit Request'**):
- (a) The Credit Request must be received within 10 Working Days from receipt by the Client of the second revised Deliverable or not sooner than 20 Working Days following the second Correction Request if no revised Deliverable has been received following that Correction Request.
 - (b) The Credit Request is received by Straker, in writing via email sent to the Client's Account Manager, Project Manager or client.support@straker.ai; phone calls will not be sufficient. The Credit Request must include: Job #, date of commissioning, name of Client, Client contact person and e-mail address.
 - (c) The Client must have provided the appropriate background, overview, audience, language tone, reserved words and glossary terms as required, prior to dispatch of any of the Source Materials by Straker to a Straker Translator.
 - (d) Credit will only be provided for errors identified in two Correction Requests, not for any newly identified errors.
 - (e) Credit will only be provided for Gross Errors.
 - (f) If a full credit is requested, the Client must, when requesting the full credit, submit to Straker an undertaking that is endorsed by the Client that clearly states that the Client will not use the relevant Deliverables / translations delivered by Straker in part or in whole for personal, business, commercial or any other purposes.
- 6.13 **If the Client does not have a Credit Account:** Straker or the Affiliate (as applicable) will, subject to clause 6.13(a), provide a refund to the Client in respect of the affected Services if:
- (a) Services no longer required: the Client terminates a Contract (or partially terminates a Contract) under clause 16.1;

- (b) Non-Delivery: the electronic deliverable is not delivered to the Client after 4 Working Days from the delivery date specified in the Accepted Quote, provided that no refund will be made if the Client has not provided all required information to Straker or the Affiliate (as applicable), as requested by Straker or the Affiliate (as applicable), in a timely manner or has not paid all amounts due;
- (c) Deliverables not-as-required: the Deliverables as supplied to the Client are significantly different from the deliverables required by the Client as specified in the Accepted Quote (for example, the Deliverables are in the wrong target language); or
- (d) Deliverables contain Gross Errors: the Client must be entitled to request a refund under clause 6.11.

6.14 In the event of any monetary refund, the return payment will be a maximum of 100% of the amount paid by the Client for the affected Services less courier and handling costs, and only if the following actions/conditions have been completed/fulfilled within 10 Working Days of submission of the relevant Deliverable to the Client:

- (a) The request for a refund is received by Straker or the Affiliate (as applicable), in writing via email sent to the Client's point of contact at Straker or client.support@straker.ai (phone calls will not be sufficient).
- (b) The request for a refund must include: Job #, date of commissioning, name of company under which the service was commissioned, name of person the invoice was billed to, the e-mail address used at the time of the commissioning of the required service and the manner in which the service was paid for (e.g. credit card, cash, remittance).
- (c) The Client completed the required checklist providing the appropriate background, overview, audience, language tone, reserved words and glossary terms as requested prior to dispatch of any of the Source Materials by Straker or the Affiliate (as applicable) to a localisation services provider.
- (d) Where applicable the Client has clearly explained why any rectifications proposed by Straker or the Affiliate (as applicable) would not be effective.
- (e) An undertaking that is endorsed by the Client and submitted to Straker or the Affiliate (as applicable) that clearly states that the Client will not use the relevant Deliverables delivered by Straker or the Affiliate (as applicable) in part or in whole for personal, business, commercial or any other purposes.

6.15 When Straker agrees that a Gross Error has occurred, and a credit will be provided to the Client, the Client must submit to Straker a written statement that is signed by the Client that clearly states that the Client will not use the relevant Deliverables delivered by Straker in part or in whole for personal, business, commercial or any other purposes.

6.16 Where Validation applies:

- (a) Straker will make the Validation Materials available to the Client on the Validation Platform for the Validation Period. The Validation activity is undertaken at the Client's option, there is no obligation on the Client to access or to review the Validation Materials and Straker has no obligation to ensure that the Client or any Client Validators do so;
- (b) the Client may permit Client Validators to access and review the Validation Materials on the Validation Platform during the Validation Period;
- (c) the Client is responsible for selecting Client Validators and Straker has no role or responsibility in respect of the Client's selection of Client Validators;
- (d) without in any way limiting the amount payable by the Client for the Deliverables, the Validation option is made available by Straker at no cost, subject to change. The Client will be provided with reasonable notice should the provisions of this clause change and will be advised what the costs to use the Validation Platform will be;
- (e) Straker will provide the Deliverables to the Client and invoice the Client for the Services in accordance with the Accepted Quote prior to the start of the Validation Period (unless agreed otherwise between Straker and the Client).
- (f) without limiting clause (e) above, where the Client does not complete (or does not begin) the Validation by the end of the Validation Period, Straker will leave the Validation Platform open and the Validation Materials available for access by the Client for an additional two-week period;

- (g) any costs or expenses incurred by the Client in connection with its use of the Validation option, including without limitation any amount payable to the Client Validators, is at the Client's expense; and
- (h) Straker has no responsibility for Client Validators' use of the Validation Platform or use of the Validation Materials. It is the Client's responsibility to impose on and enforce with Client Validators any restriction on access, use or disclosure of the Validation Materials and Straker has no obligation to manage, restrict or monitor this in any way.

Terms Specific to AI Verification Services and Machine Translation Services

- 6.17 Where Machine Translation Services are utilised, the Client may use the AI Verification Services to verify the output of the Machine Translation Services, which will give the output an accuracy score.
- 6.18 The Client may request to have the outputs from the AI Verification Services and Machine Translation Services checked by a Straker Translator as part of the Human in the Loop Localisation Services.
- 6.19 The Client acknowledges and agrees that:
 - (a) both AI Verification Services and Machine Translation Services are carried out by technology systems and not by Straker Translators;
 - (b) the use of artificial intelligence and machine translation systems is not 100% accurate and is not always a substitute for translation carried out by humans; and
 - (c) outputs from AI Verification Services and Machine Translation Services are not checked or verified for accuracy by a Straker Translator unless the Client has opted and paid for Human in the Loop Localisation Services as part of the relevant Contract.
- 6.20 The Client hereby releases and indemnifies Straker from and against any and all liability arising out of or in connection with a decision by the Client to not receive Human in the Loop Localisation Services to verify the accuracy and suitability of the outputs from the AI Verification Services or Machine Translation Services (as applicable).

7 Client Portal Licence

- 7.1 During the term of this Agreement, Straker grants the Client a right to access the Client Portal. This right cannot be passed on or transferred to any other person.
- 7.2 The Client must not:
 - (a) access or use the Client Portal in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
 - (b) interfere with or interrupt the supply of the Client Portal, or any other person's access to or use of the Client Portal;
 - (c) introduce any viruses or other malicious software code into the Client Portal;
 - (d) use any unauthorised or modified version of the Client Portal, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the Client Portal;
 - (e) attempt to access any data or log into any server or account that the Client is not expressly authorised to access;
 - (f) use the Client Portal in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
 - (g) circumvent user authentication or security of any of Straker's networks, accounts or hosts or those of any third party; or
 - (h) access or use the Client Portal to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

8 Tokens

- 8.1 The Client may be issued with tokens that entitle the Client to access or pay for certain features or services, and that will be consumed through use (**Tokens**). Any details about Tokens that a Client may be eligible

for will be set out on the Client Portal. Tokens may be purchased through the Client Portal for an additional fee, the details of which will be set out on the Client Portal.

8.2 All purchases of Tokens are final and non-refundable.

8.3 Straker may also offer Tokens free of charge as part of a promotional program rather than for purchase, and if so these will not be applied against any taxes (whether sales, use, valued-added or other transaction taxes) applicable to purchases.

8.4 The Client may view the number of available Tokens in the Client Portal.

8.5 If the Client does not have a Credit Account, the Tokens will expire and become void after a period of 1 year. If the Client has a Credit Account, the Tokens do not expire unless the Credit Account is closed. Despite the foregoing, Tokens are automatically cancelled upon the termination or expiry of this Agreement.

8.6 If the quantity of Tokens allocated are exhausted, more Tokens will need to be purchased.

8.7 Tokens are not legal tender or currency, are not redeemable for cash, and are only accepted by Straker. The Client does not have any personal property rights in Tokens, and Tokens are non-transferable. Straker does not recognise any purported transfers, sales, gifts or trades of Tokens, and any attempt to do so is a breach of this Agreement and may result in termination of this Agreement and the Client's access to the Client Portal and Services.

9 Fees and payment

9.1 The Client will pay all applicable fees as specified at the time of signing up to the Client Portal and in each Accepted Quote.

9.2 All payments must be made in full without deduction or set-off.

9.3 Any applicable value added tax, and any other applicable taxes and duties are added to the amount charged.

9.4 If any fee is not paid by the due date:

- (a) Straker may charge interest on that amount at the rate of the lesser of (i) 10% per annum and (ii) the then legal maximum rate, from the due date until the date of actual payment, whether before or after judgment, on any sum due from the Client under this Agreement; and
- (b) Straker may suspend provision of Services and demand payment or may cease to provide the Services or Deliverables and may at its discretion terminate the Contract in accordance with clause 16.2; and
- (c) Straker may appoint an agent to collect overdue fees, and the Client agrees to pay any costs that are incurred by such agents in recovering the money owed.

9.5 Should the Deliverables be delayed and thus differ from the due dates set out in the Accepted Quote as a result of the Client either not providing all files requested or not providing any other information that is needed to complete the Services, then Straker shall issue a notice to the Client requesting all relevant files and information. If this request is not met within 14 days, Straker is entitled to treat the Deliverables as completed and issue a final invoice for payment to be made within 14 days.

9.6 Disputed Charges. If the Client wishes to dispute in good faith any item or part of an item in a tax invoice issued by Straker (known as a “**Charge**”), the Client must notify Straker within 2 months of the date of the relevant invoice. Should the Client fail to notify Straker of the dispute within this period the Client will not be entitled to dispute the Charge or make any claims against Straker in relation to the disputed Charge. The Client may withhold payment of a disputed Charge if the Client:

- (a) pays all undisputed Charges by the due date, or if no due date is specified, within 14 days of the invoice date; and
- (b) co-operates with Straker to promptly resolve the disputed Charge.

If Straker agrees there is a mistake, Straker will adjust the Client's next invoice or, if appropriate, provide a refund (to the amount that is in dispute). If Straker finds, acting reasonably and in good faith, there is no mistake Straker will provide the Client with the reason for Straker's decision in writing and, if the due date for payment has already passed, the Client must pay the amount outstanding within 7 days of Straker issuing the decision, or follow the process set out in clause 19.

9.7 Set off. Any credits, allowances or other amounts payable or creditable by Straker to the Client will be subject to set off against any claims or other amounts owed by the Client to Straker.

10 Intellectual Property

- 10.1 Nothing in this Agreement or a Contract transfers to Straker ownership of any Intellectual Property in the Source Materials or the Deliverables, however Straker has no obligation to deliver the Deliverables to the Client if amounts due from the Client have not been paid.
- 10.2 All Intellectual Property in the Deliverables is owned by the Client on payment in full by the Client for the relevant Deliverables provided that:
- (a) without limiting the obligations of Straker to provide the Services, Straker has no responsibility for the content of the Deliverables given that the content arises from the Source Materials;
 - (b) the Client acknowledges and agrees that the content of the Deliverables may be used by Straker for the purposes of machine-learning on the basis that the Deliverables cannot be re-created from that content.
- 10.3 All Intellectual Property in the processes, methodology and know-how used by Straker in its performance of a Contract are and will remain the property of Straker. Nothing in any Contract transfers to the Client any of Straker's Intellectual Property.
- 10.4 For Enterprise Clients, by entering into this Agreement the Enterprise Client grants Straker a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence to use Client Marks that you provide to Straker for the purposes of ongoing Marketing activities.
- (a) Straker undertakes to only use such Client Marks in accordance with any marketing guidelines provided in writing from the Client provided these guidelines are provided prior to the commencement date, and will take all reasonable efforts to ensure that the Client Marks are not altered, modified or changed without the prior written consent of the Client.
 - (b) During the Marketing activity the Client shall hold harmless Straker against any claims, damages or liabilities arising from any unauthorised third party reproduction or unauthorised use of the Client Marks provided that Straker takes all reasonable steps to assist the Client in removing or altering any Marketing Activities that have resulted in, or may reasonably result in, the misuse or reproduction of the Client Marks by third parties.
 - (c) Straker agrees that any such licence granted under this clause may be revoked with 120 days' written notice.

11 Confidential Information and publicity

- 11.1 The parties recognise and acknowledge the confidential nature of the Confidential Information.
- 11.2 Neither party may disclose any Confidential Information other than:
- (a) to its directors, employees, Straker Translators, contractors or subcontractors to the extent necessary in the performance of the Contract;
 - (b) with the express prior written consent of the other party; or
 - (c) to its professional advisers.
- 11.3 The Client acknowledges that Straker is required to make a public announcement, in accordance with the Australian Stock Exchange (ASX) listing rules, that the Client is a Straker client or a client of any other of Straker's Affiliates (as applicable) where:
- (a) Straker or Affiliates reasonably expects that revenue generated from having the Client as a client will alter Straker's revenue forecast by 10% of more; or
 - (b) the Australian Stock Exchange (ASX) listing rules otherwise require Straker to make such an announcement.

12 Data and Privacy

- 12.1 Data: The Client warrants that the Client has the right and authority to deal with the Data in the manner contemplated by this Agreement and each Contract. Straker or its Affiliate (as applicable) will access and use the Data only in the course of and for the purposes of provision of the Services and Deliverables.
- 12.2 Privacy: The Client:
- (a) must comply with any Privacy Laws applicable under this Agreement;
 - (b) must, both during and after the term of the Agreement:

- (i) take all reasonable steps to ensure that Personal Information is protected against misuse and loss, or unauthorized use, access or disclosure, including by not disclosing any Personal Information to a third party without authorization;
 - (ii) not do anything which may cause Straker to breach any Privacy Laws; and
 - (iii) if requested by Straker, co-operate with Straker to resolve any complaint or investigation under any Privacy Laws and provide other reasonable assistance.
 - (c) acknowledges that Straker may provide the Services under the Agreement, from any locations, or through the use of Straker Translators, contractors or subcontractors to the extent necessary in the performance of the Contract, worldwide; and
 - (d) agrees to provide any information, and to obtain any consents, relevant to its use of Straker's Services, including those in relation to collection, use, disclosure and storage of Personal Information of any individual.
- 12.3 Specific Terms for UK and EU Clients: If the Client is located in the United Kingdom or European Union, and is contracting with Straker Europe Limited, then the terms of Addendum One are applicable to this Agreement. Terms used in this Agreement apply to Addendum One.
- 12.4 Specific Terms for California Clients: If the Client is located in California, and is contracting with Straker Translations Inc., then the terms of Addendum Two are applicable to this Agreement. Terms used in this Agreement apply to Addendum Two.
- 13 No direct contact with Straker Translators, Straker or Affiliates' contractors or subcontractors**
- 13.1 The Client acknowledges that:
- (a) the Client's Contract for the provision of the Services is with Straker or Affiliates (as applicable);
 - (b) Straker or Affiliates (as applicable) may at its discretion use Straker Translators, contractors or subcontractors in performing its obligations to the Client under this Agreement;
 - (c) neither Straker nor Affiliates provides details of Straker Translators, contractors or subcontractors they may use for performance by Straker or Affiliates (as applicable) of any Contract.
- 13.2 The Client acknowledges and agrees that the Client must not, and must not attempt to, contact any Straker Translators, contractors or subcontractors engaged by Straker or Affiliates (as applicable) directly to request or procure services the same as or similar to the Services ("**Competing Services**").
- 13.3 Without limiting the restriction of clause 13.2, if the Client meets any person/s who is or are Straker Translators, or contractors or subcontractors engaged by Straker or Affiliates (as applicable) for provision of Competing Services, or if by any means the Client obtains the contact details of any such person, the Client must not in relation to Straker Translators, its contractors or subcontractors:
- (a) issue a description of any Competing Services required by the Client;
 - (b) request a quote or proposal for Competing Services required by the Client;
 - (c) refer to a third party for provision of Competing Services to that third party;
 - (d) refer a third party for provision of Competing Services or to discuss the potential for Competing Services to be provided.
- 13.4 The Client must not, if contacted directly by a Straker Translator, contractor or subcontractor engaged by any Straker or Affiliates (as applicable) (or by a localisation service provider that the Client could reasonably suspect is engaged by Straker or Affiliates, engage that Straker Translator, contractor or subcontractor engaged by Straker or Affiliates (as applicable) to undertake Competing Services for the Client.
- 13.5 The Client must promptly notify Straker or Affiliates (as applicable) if the Client is contacted directly by:
- (a) a Straker Translator, contractor or subcontractor engaged by Straker or Affiliates (as applicable); or
 - (b) a localisation service provider that the Client could reasonably suspect is a Straker Translator, contractor or subcontractor engaged by Straker or Affiliates (as applicable), or
 - (c) in circumstances where the localisation service provider:
 - (i) offers to discuss Competing Services with the Client;
 - (ii) offers to provide Competing Services to the Client;

- (iii) promotes or advertises the availability of Competing Services; or
- (iv) issues an invoice for work undertaken by Straker or any other of Straker's Affiliates under this Agreement.

14 Client warranties

- 14.1 The Client represents and warrants to Straker that:
- (a) it owns or has all necessary rights in the Source Materials to entitle it to submit the Source Materials to Straker and to request the Services and that by doing so the Client is not infringing the Intellectual Property rights of any third party;
 - (b) it will not submit and has not submitted anything to Straker or to the Client Portal or the Website and will not use anything in respect of its use of the Client Portal or the Website, the Services or otherwise in connection with Straker (whether a device, software or any other thing whether embedded into the Source Materials or otherwise) that will or could interfere with the functioning of Straker's systems (including the Client Portal) and/or the Website; and
 - (c) it has authority to enter into and perform and the ability to perform its obligations under this Agreement and each Contract.

15 Straker's warranties

- 15.1 Straker warrants that it has authority to enter into and perform and the ability to perform its obligations under this Agreement and each Contract.
- 15.2 Except as expressly provided in this Agreement, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded by Straker to the extent permitted by law.

16 Termination of Contracts and Agreement

- 16.1 The Client may, without cause, terminate a Contract (or, subject to this clause 16.1, part of a Contract) at any time up until one hour after accepting the Quote (that is, up until one hour after the Quote becomes an Accepted Quote), by giving written notification to Straker within that one hour time period. The Client may only terminate part of a Contract without cause under this clause 16.1 where separate pricing is specified in the Accepted Quote for the Services no longer required. Where a Contract is partially terminated under this clause, the Client must, at the time of giving notice of termination, specify the Services that are no longer required.
- 16.2 Without limiting any other rights or remedies that Straker may have, Straker may terminate a Contract on written notice to the Client if the Client fails to pay any overdue amount within five days following written notice from Straker requiring payment.
- 16.3 Either party may terminate all Contracts and this Agreement immediately (or with effect from any later date that it may nominate) by written notice to the other party if one or more Insolvency Events occurs in relation to that other party. For the purposes of this clause, 'Insolvency Event' means, in respect of a party (other than for the purpose of solvent reconstruction or amalgamation):
- (a) a receiver, manager, examiner, or liquidator is appointed over the party's undertaking or assets or the party enters into any assignment, composition or arrangement with its creditors;
 - (b) the party is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or suspends payment to its creditors; or
 - (c) anything analogous, in the relevant jurisdiction, to (a) or (b) occurs.
- 16.4 Without limiting any other rights of termination a party may have, either party may terminate a Contract on written notice to the other party if the other party:
- (a) commits a material breach of any of its obligations under that Contract; and
 - (b) fails to remedy that breach within thirty days of prior written notice of such breach.
- 16.5 Where a party has the right to and terminates all Contracts under clause 16.4, that party may also terminate this Agreement at the same time.
- 16.6 On termination or expiry of a Contract or this Agreement:
- (a) any amounts due to Straker will become immediately due and payable;

- (b) Straker shall be entitled to immediately cease the Services; and
- (c) the provisions of the Contract or of this Agreement (as applicable) that are by their nature intended to survive termination will remain in full force.

17 Consequences of termination

- 17.1 On any termination of a Contract or this Agreement, the provisions of the Contract or of this Agreement (as applicable) that are by their nature intended to survive termination (including without limitation this clause 17) will remain in full force.
- 17.2 On termination of all or part of a Contract by the Client under clause 16.1, no amount will be payable for the Contract (if terminated in full) or relevant part of it (if terminated in part) and clause 17.3 does not apply to that Contract (if terminate in full) or, in respect of a partial termination, to the terminated part of it.
- 17.3 Subject to clause 17.2, on termination by the Client of a Contract or this Agreement:
- (a) any invoiced amounts for which Services or Deliverables have been provided will remain payable on the due date; and
 - (b) Straker may issue an invoice to the Client for:
 - i. all Services and Deliverables supplied up until the date of termination for which an invoice has not been issued; and
 - ii. all costs incurred to date of termination (charged in accordance with Straker's standard practice) for which Straker is entitled to charge the Client under this Agreement or the relevant Contracts(s) for which an invoice has not been issued,which will be payable as specified at the time of signing up to the Client Portal and in each Accepted Quote.
- 17.4 On termination by Straker of a Contract or this Agreement:
- (a) any invoiced amounts for which Services or Deliverables have been provided will remain payable on the due date; and
 - (b) Straker may issue an invoice to the Client for:
 - i. all Services and Deliverables supplied up until the date of termination for which an invoice has not been issued; and
 - ii. all amounts payable under the relevant Contract(s) for Services or Deliverables not yet supplied as at the termination date, if Straker at its discretion completes the relevant supply of Services and Deliverables; and
 - iii. all costs incurred to date of termination (charged in accordance with Straker's standard practice) for which Straker is entitled to charge the Client under this Agreement or the relevant Contracts(s) for which an invoice has not been issued,which will be payable as specified at the time of signing up to the Client Portal and in each Accepted Quote .

18 Liability

- 18.1 Nothing contained in this clause 18 will limit Straker's liability for:
- (a) death or personal injury resulting from its negligence; or
 - (b) fraud.
- 18.2 Subject to clause 18.1, Straker will not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
- (a) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings);
 - (b) any loss of goodwill or reputation; or
 - (c) any special or indirect or consequential losses,

- (d) in any case, whether or not such losses were within the contemplation of the parties at the date of this Agreement, or were suffered or incurred by the Client arising out of or in connection with this Agreement.

18.3 Subject to clauses 18.1 and 18.2, Straker's maximum aggregate liability in respect of any Contract will not exceed the fees paid by the Client under that Contract.

19 Dispute resolution

19.1 Where any dispute arises between the parties concerning a Contract or this Agreement or the circumstances, representations, or conduct giving rise to the Contract or this Agreement, neither party may commence any court or arbitration proceedings relating to the dispute unless that party has complied with the procedures set out in this clause 19.

19.2 The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within seven days of receipt of the notice, give written notice to the first party naming its representative for the negotiations. Each representative nominated will have authority to settle or resolve the dispute.

19.3 If the parties are unable to resolve the dispute by discussion and negotiation within 14 days of receipt of the written notice from the first party, then the parties must immediately refer the dispute to mediation in the Jurisdiction. The mediation must be conducted by a mediator at a fee agreed by the parties, or failing agreement between the parties, the mediator will be selected by the chosen mediation institution in the Jurisdiction.

20 Compliance with laws including anti-bribery

20.1 Each party will comply with all applicable laws and regulations including but not limited to laws and regulations in respect of bribery and related conduct. Without limiting the earlier part of this clause, each party will comply with the US Foreign Corrupt Practices Act, the UK Bribery Act and the New Zealand Secret Commissions Act and will not commit any crimes.

20.2 Each party confirms that it has not made and will not make any direct or indirect payment, offer to pay, or authorisation to pay (whether by money, gift, promise to give or otherwise) of anything of value for the purpose of influencing any act or decision of any government official or other person, to assist that party to obtain or retain business or an improper advantage in connection with any Contract or this Agreement, or, in the case of the Client, in respect of Straker or any its Affiliates.

21 General

21.1 Amendments: Except as specifically provided, no amendment to a Contract or this Agreement will be effective unless it is in writing and signed by both parties.

21.2 Assignment: The Client must not assign its rights under this Agreement or any Contract without the prior written consent of Straker. Without limiting Straker's rights of assignment, Straker may assign and/or novate its rights and obligations under this Agreement and any Contract to any of Straker's Affiliates without the consent of the Client. Straker will notify the Client at or about the time of the assignment, with the timing of such notification being subject to any legal constraints on Straker in doing so. Where a novation is required in respect of a transfer of obligations by Straker to one of Straker's Affiliates, the Client will co-operate with Straker and execute any required novation agreement in a timely manner unless the Client has a genuine objection based on the novation being to an entity that is unable to perform the required obligations or that the novation agreement includes provisions that are additional to the requirements of the assignment and novation.

21.3 Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract. This Agreement constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

21.4 Export Controls: Export licences or authorizations necessary for the export of the Deliverables shall be the responsibility of the Client.

- 21.5 **Force Majeure.** Notwithstanding anything to the contrary in this Agreement, neither party will be liable for any failure or delay in complying with any obligation under this Agreement (excluding any payment obligation) if:
- (a) the failure or delay arises directly from a Force Majeure Event;
 - (b) that party, on becoming aware of the Force Majeure Event, promptly notifies the other party in writing of the nature of, the expected duration of, the obligation(s) affected by, and the steps being taken by that party to mitigate or remedy the Force Majeure Event;
 - (c) that party uses its reasonable endeavours to mitigate the effects of the Force Majeure Event on that party's obligations under this Agreement;
 - (d) that party performs that party's obligations which are not affected by the Force Majeure Event; and
 - (e) performance of any obligation affected by a Force Majeure Event is resumed as soon as practicable after the end of the Force Majeure Event. However, in event of a Force Majeure Event that persists for ninety (90) days or more, then either party may terminate this Agreement upon written notice to the other party.
- 21.6 **Independent contractor:** Straker is an independent contractor to the Client and is in all respects independent of the Client. Nothing in this Agreement or any Contract constitutes either party a partner, agent, employee or joint venture partner of the other.
- 21.7 **Legal Fees/Costs.** In the event that a legal proceeding (including an arbitration or an appeal) is commenced or brought in relation to the Agreement or any Contract, the prevailing party shall be entitled to recover from the losing party its reasonable legal, and other professional fees, as well as any and all other fees, costs, and expenses of any kind incurred in connection with the proceeding as determined by the judge or arbitrator (as appropriate) in addition to all other amounts provided for by law.
- 21.8 **Partial invalidity:** If any provision of a Contract or this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Contract or this Agreement (as applicable) and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
- 21.9 **Precedence:** In the event of any conflict or inconsistency as between the Accepted Quote and this Agreement, this Agreement will take precedence except that the pricing specified in the Accepted Quote will prevail over any rates or pricing information provided in this Agreement.
- 21.10 **Severability:** If any provision of this Agreement or a Contract is held invalid, unenforceable or illegal for any reason, this Agreement or the Contract (as applicable) shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
- 21.11 **Suspension:** Straker may suspend performance of its obligations under a Contract for so long as it is unable to perform for reasons outside of its control.
- 21.12 **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.

22 Notices

- 22.1 Notices under each Contract must be in writing and sent by email to:
- (a) in the case of Straker, legal@straker.ai or
 - (b) in the case of Client, the email the Client used to sign up for the Client Portal.
- 22.2 Notices sent by post shall be deemed received 10 days after posting to or from an overseas destination and three days after posting within Ireland and notices sent by email shall be deemed received on transmission so long as the sender has not received a delivery failure notification of any kind.

23 Compliance with laws including anti-bribery

- 23.1 Each party will comply with all applicable laws and regulations including but not limited to laws and regulations in respect of bribery and related conduct.
- 23.2 Each party confirms that it has not made and will not make any direct or indirect payment, offer to pay, or authorization to pay (whether by money, gift, promise to give or otherwise) of anything of value for the purpose of influencing any act or decision of any government official or other person, to assist that party to

obtain or retain business or an improper advantage in connection with any Contract or this Agreement, or, in the case of the Client, in respect of Straker or an Affiliate (as appropriate).

24 Governing law

- 24.1 This Agreement and each Contract is governed by and construed in accordance with the laws of the Jurisdiction and the Client submits to the exclusive jurisdiction of the courts operating in the Jurisdiction (and any courts entitled to hear appeals from courts operating in the Jurisdiction).

ADDENDUM ONE – DATA PROCESSING ADDENDUM FOR UK AND EU CUSTOMERS

This Data Processing Addendum including all of its Annexes (“**Addendum**”) forms part of the Agreement entered into between Straker and Client. The Agreement relates to the purchase of Straker products and/or services (“**Products**”) by Client. In the course of providing the Products to Client pursuant to the Agreement, Straker may process personal data on behalf of Client. This Addendum sets out the additional terms, requirements and conditions on which Straker will process personal data as far as such processing relates to the delivery of the Products. In the event that any terms and conditions in this Addendum are in conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control, except as otherwise stated. Capitalized terms not defined in this Addendum shall have the meaning given to them in the Agreement or in applicable Data Protection Laws.

1. **Compliance with Data Protection Laws.** Straker and Client shall comply with all applicable data protection, privacy and security laws (“**Data Protection Laws**”), each as updated or replaced from time to time, including: (i) the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”); (ii) the Privacy and Electronic Communications Directive 2002/58/EC and any applicable national implementing laws including the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426); (iii) the UK General Data Protection Regulation (“**UK GDPR**”) and the UK Data Protection Act 2018; and (iv) the Swiss Federal Act on Data Protection.
2. **Roles of the parties.** This Addendum shall apply where Client acts as a controller and Straker as a processor.
3. **Processing of Personal Data.**
 - 3.1. *Details of Processing.* **Annex A** sets out the scope, nature and purpose of processing by Straker, the duration of the processing and the types of personal data and categories of data subjects.
 - 3.2. *Instructions.* Client appoints Straker to process such personal data on behalf of Client. Straker shall only process personal data in accordance with Client’s instructions as set out in the Agreement and this Addendum, as otherwise necessary to provide the Products, or as otherwise agreed in writing by the parties. Straker will immediately inform Client if, in its opinion, an instruction violates or would cause Straker to violate Data Protection Laws, or if it cannot comply with Client’s documented instructions for whatever reason. In any such case, the parties shall work together to find an alternative. Straker shall process personal data only to fulfill its obligations under the Agreement.
 - 3.3. *Client Responsibilities.* Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of personal data to Straker for the duration and purposes of this Addendum. Client shall not cause Straker to violate any applicable laws in its processing of the personal data in accordance with Client’s instructions.
4. **Security.**
 - 4.1. *Security Measures.* Straker shall implement appropriate technical and organizational measures for processing Client’s personal data which shall, at minimum, meet the requirements in **Annex B**.
 - 4.2. *Breach Notification.* Straker shall, to the extent permitted by law, notify Client without undue delay upon discovery of any breach of security affecting Client personal data processed by Straker or any of Straker’s subprocessors under the Agreement.
 - 4.3. *Personnel.* Straker and subprocessor personnel who process (including by having access to) personal data are under an obligation to keep such personal data confidential.
5. **Assistance.**
 - 5.1. *Cooperation with Client.* Taking into account the nature of the processing and the information available to Straker, Straker shall promptly provide all information and assistance reasonably requested by Client, at Client’s expense, to respond to any request from a data subject and to comply with its obligations under the Data Protection Laws.
 - 5.2. *Third-Party Requests.* Unless prohibited by applicable law, Straker shall promptly inform Client of any data subject’s request or any communications from a regulator, government body or supervisory authority relating to the personal data that Straker or its subprocessors process under this Addendum. Straker shall not respond to such requests except as instructed by Client, unless otherwise required by Data Protection Laws,

in which case Straker shall inform Client of such legal requirement prior to responding to such request to provide Client with the opportunity to fully pursue available legal remedies, including the right to contest or object to such requests.

5.3. *Reimbursement.* To the extent that Straker's cooperation and assistance according to this Section 5 involve significant costs, the parties agree to negotiate in good faith to reimburse Straker for such costs.

6. Return and Deletion of Personal Data. At the choice of Client, Straker shall delete or return personal data and copies thereof to Client on termination of the Agreement (or upon Client's prior written request) unless required by applicable law to store the personal data for longer, in which case Straker shall inform Client of that obligation and comply with the Data Protection Laws until the personal data is securely deleted or returned to Client.

7. Audit.

7.1. *Audit Requirements.* Client is entitled to assess Straker's compliance with its obligations under Data Protection Laws, to the extent that Straker is acting as a processor on behalf of Client. Client further agrees that the audits described in Section 7.3 below meet Client's audit requirements, and Client agrees to exercise any right it may have to conduct an inspection or audit (including under the Standard Contractual Clauses, as applicable) by written notice to Straker to carry out the audits described in Section 7.3.

7.2. *Certification.* Without prejudice to the rights granted in Section 7.3 below, if the requested audit scope is addressed in an ISO certification, SOC report or similar audit report issued by a qualified third party auditor within the prior twelve months and Straker provides such report to Client upon request confirming that there are no known material changes in the controls audited, Client agrees to accept the findings presented in such third party audit report in lieu of requesting an audit of the same controls covered in the report.

7.3. *Audit Procedures.* Upon not less than thirty (30) days' advance written notice to Straker and no more frequently than once annually, with Straker's reasonable costs of complying with any such request to be met by Client, Straker shall (i) make available all information necessary to demonstrate to Client its compliance with Article 28 of the GDPR, including without limitation, executive summaries of its information security and privacy policies, and (ii) cooperate with and respond to Client's reasonable privacy and/or security questionnaire. Notwithstanding the above, if Client's request for audit occurs during Straker's quarter or year end, or such other time during which Straker cannot reasonably accommodate such request, the parties shall mutually agree on another date, with no less than thirty (30) days' advance. Client shall execute a confidentiality agreement in form and substance reasonably satisfactory to Straker prior to such audit. For the avoidance of doubt, nothing contained herein will allow Client to review data pertaining to Straker's other customers or partners. Client shall bear its own costs and expenses with respect to the audits described in this Section 7.3. The parties shall use all reasonable endeavours when exercising rights under this Section 7 to minimize disruption to Straker's business activities.

8. Subprocessors.

8.1. *Appointment of Subprocessors.* Client provides general written authorization (a) for Straker to engage the subprocessors set out at Straker's Subprocessor Register available at <https://www.straker.ai/legal-docs/gdpr-sub-processor-register/> (including potentially Straker Affiliates as subprocessors), and (b) for Straker subprocessors to engage third-party subprocessors. Straker and each Straker subprocessor shall enter into a written agreement stipulating data protection obligations not less protective than those in this Addendum, to the extent applicable to the nature of the services provided by such subprocessor.

8.2. *Changes to Subprocessors List.* If Straker or its Affiliates appoint a new (or remove an existing) subprocessor, it shall update the list online. Client may opt in to receiving alerts regarding such list updates via the mechanism set out at the webpage, and, provided Client has done so, Straker will send an email publicizing the change to the email address the Client has provided. Client may object on reasonable grounds to Straker's appointment or replacement of a subprocessor in writing within fifteen (15) days of receiving such notification from Straker. If Client does not object within such period, the change shall be deemed accepted. If Client does object to the addition of a new subprocessor, Client and Straker will negotiate in good faith to find a solution that works for both parties.

- 8.3. *General authorization under the Standard Contractual Clauses.* If the Standard Contractual Clauses apply, then the Parties agree to select Option 2 (general written authorization) under clause 9(a) of the Standard Contractual Clauses (Module Two). Client acknowledges and agrees that it will have the ability to exercise the corresponding right to object under Clause 9(a) of the Standard Contractual Clauses (Module Two) in the manner described under Section 8.2 of this Addendum.
- 8.4. *Liability.* Straker shall be liable for the acts and omissions of its subprocessors with regard to the processing of personal data to the same extent Straker would be liable if performing the services of each subprocessor directly under the terms of this Addendum.
- 8.5. *Copies of Subprocessor Agreements.* The parties agree that any copies of subprocessor agreements requested by Client pursuant to Clause 9(c) of the Standard Contractual Clauses may have commercial information or clauses unrelated to the Standard Contractual Clauses removed by Straker beforehand. Straker will provide such copies in a manner to be determined in its sole discretion, upon request by Client.

9. International Transfers of Personal Data.

- 9.1. Where a data transfer takes place, this section on International Transfers applies. This is the case, for instance, where Client data processed by Straker in order to provide the Products is stored outside of the European Economic Area (“EEA”).
- 9.2. *General Obligation.* Straker and Client shall comply with all applicable requirements for cross-border transfers of personal data under Data Protection Laws.
- 9.3. *Transfers from the EEA and/or Switzerland from Client to Straker - Standard Contractual Clauses.* To the extent that Straker processes any personal data under this Addendum that originates from the EEA or Switzerland in a country that has not been designated by the European Commission or the Swiss Federal Council (as applicable) as providing an adequate level of protection for personal data, the parties agree to enter into the Standard Contractual Clauses for the transfer of personal data to third countries as set out in the [Annex to Commission Decision \(EU\) 2021/914 adopted on June 4, 2021](#) (“**Standard Contractual Clauses**”) which are hereby incorporated into and form part of this Addendum. The parties make the following selections for the Standard Contractual Clauses:
- 9.3.1. Straker shall be the “data importer” and Client the “data exporter”;
- 9.3.2. Where Client acts as a controller and Straker as a processor, Module Two shall apply;
- 9.3.3. The optional Clause 7 (Docking clause) shall apply;
- 9.3.4. Option 2 (General Written Authorisation) in Clause 9 (a) shall apply and the time period shall be at least fifteen (15) days in advance;
- 9.3.5. The option in Clause 11 (Redress) shall not apply;
- 9.3.6. For purposes of Clause 17 (Governing law), the governing law shall be the one indicated in Section 10.4.1 of this Addendum;
- 9.3.7. For purposes of Clause 18 (Choice of forum and jurisdiction), the forum and jurisdiction shall be the courts indicated in Section 10.4.2 of this Addendum;
- 9.3.8. The data processing details set out in Annex A of this Addendum shall apply for the purposes of Annex 1 of the Standard Contractual Clauses;
- 9.3.9. The technical and organizational security measures set out in Annex B of this Addendum shall apply for the purpose of Annex 2 to the Standard Contractual Clauses; and
- 9.3.10. Where Standard Contractual Clauses apply to transfers of personal data from Switzerland, the term ‘member state’ in the Standard Contractual Clauses must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses.

Where the Standard Contractual Clauses apply, they shall control in the event of a contradiction with the provisions of this Addendum or the Agreement.

- 9.4. *Transfers from the UK by Client to Straker.* To the extent that Straker processes under this Addendum any personal data that originates from the UK in a country that has not been designated by the UK Government as providing an adequate level of protection for personal data, the parties agree to enter into the UK addendum to the Standard Contractual Clauses as set out in the [Information Commissioner's international data transfer addendum, version B1.0](#) ("**UK Addendum**") which is hereby incorporated into and forms part of this Addendum. The parties make the following selections for the UK addendum:

- 9.4.1. For purposes of Table 1, the start date is the date in which Products begin to be provided by Straker to the Client, and the parties are Client (as exporter) and Straker (as importer);
- 9.4.2. For purposes of Table 2, the Addendum EU SCCs are the Standard Contractual Clauses as selected above in Section 9.33;
- 9.4.3. For purposes of Table 3, the Appendix Information is as set out above in in Section 9.33; and
- 9.4.4. For purposes of Table 4, the "Exporter" option is selected.

Where the UK Addendum applies, it shall control in the event of a contradiction with the provisions of this Addendum or the Agreement.

- 9.5. *Alternative Data Export Solution.* The parties agree that the data export solution identified in Sections 9.33 and/or 9.44 may not apply if and to the extent that Straker adopts an alternative data export solution for the lawful transfer of personal data (as recognized under the Data Protection Laws) from the EEA, UK or Switzerland, in which event, the parties shall reasonably cooperate to implement such solution.

10. Miscellaneous.

- 10.1.1. *Interpretation.* Any words following the terms "including" and similar expressions shall not limit the sense of the words preceding those terms.
- 10.2. *Entire Agreement.* This Addendum shall replace and supersede any existing data processing addendum (including any privacy addendums), attachment or exhibit (including any standard contractual clauses) between the parties. Any addenda, attachments, or exhibits related to security shall remain in place and supplement any security measures set out in **Annex B**. In the event of a conflict between **Annex B** and any other agreement that Straker has entered into with Client governing information security, including administrative, physical, or technical safeguards regarding the protection of data, the provisions more protective of the data shall prevail.
- 10.3. *Liability.* The liability of each party and each party's Affiliates under this Addendum shall be subject to any exclusions and limitations of liability set out in the Agreement.
- 10.4. *Governing Law and Jurisdiction.* Unless required otherwise by applicable Data Protection Laws:
 - 10.4.1. This Addendum and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of the jurisdiction stipulated in the Agreement; and
 - 10.4.2. Each party irrevocably agrees that the courts of the jurisdiction stipulated in the Agreement shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.
- 10.5. *Termination of Addendum.* This Addendum will terminate simultaneously and automatically with the termination or expiry of the Agreement.

ANNEX A

PERSONAL DATA PROCESSING PURPOSES AND DETAILS

A. LIST OF PARTIES

Data exporter(s):

Legal entity: **Client**

Role (controller/processor): Controller

Activities relevant to the data transferred under these SCCs: The data exporter will receive Products from the data importer(s) involving the transfer of personal data as detailed under the Addendum.

Data importer(s):

Legal entity: **Straker**

Role (controller/processor): Processor

Contact person for data protection matters' name, position and contact details: *Merryn Straker, Chief Operating Officer*, dataprivacy@straker.ai

Activities relevant to the data transferred under these SCCs: The data importer will provide Products to the data exporter involving the transfer of personal data as detailed under the Addendum.

DESCRIPTION OF TRANSFER

Location of storage of Client data

Client data will be stored by Straker for the provision of the Products in IBM Softlayer, Frankfurt, Germany

Categories of Data Subjects whose Personal Data is transferred and processed

Client may submit personal data to Straker to enable Straker to provide the Products, the extent of which is determined and controlled by Client in its sole discretion, and which may include, but is not limited to personal data relating to the following categories of data subjects:

- Employees, customers, business partners, and vendors of Client (who are natural persons)
- Employees or contact persons (both of whom are natural persons) of Client customers, business partners, and vendors
- Employees, agents, advisors, contractors, or any user authorized by Client to use the Products (who are natural persons)

Categories of Personal Data transferred and processed:

Client may submit personal data to Straker to enable Straker to provide the Products, the extent of which is determined and controlled by Client in its sole discretion, and which may include but is not limited to:

- First and last name and title;
- Employer and position;
- Contact information (email, username, cell / mobile phone number, physical business address);
- Login information to use the Products;
- Device identification data (Device ID);
- Electronic identification data (IP address; MAC address);
- Technical data (operating system information; software logs; crash reports).

Sensitive Data transferred (if applicable) and applied restrictions or safeguards:

Sensitive data may be transferred by Client to Straker solely where Client needs to transfer such data to Straker for the provision of the Products as described pursuant to the Agreement. The safeguards applying to the processing of such data are as described under **Annex B** of this Addendum.

The frequency of the transfer:

Single transfer, each time the provision of Products to Client requires a transfer of personal data.

Nature and purpose of the processing:

Straker will process personal data as necessary to provide the Products pursuant to the Agreement, as further instructed by Client (as expressly set forth in this Addendum) in its use of the Products. This may include data storage, data correction, debugging, troubleshooting, support and maintenance, data analysis and classification, continuous product improvement and updates.

Business purpose(s) of the data transfer and processing:

Straker will process personal data for the purposes necessary to provide the Products pursuant to the Agreement, as further instructed by Client (as expressly set forth in this Addendum) in its use of the Products.

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

The personal data will be retained as long as needed for the provision of Products by Straker under the Agreement.

For transfers to Subprocessors, also specify subject matter, nature and duration of the processing:

Matter and nature of the processing, as set out at **Annex C** of this Addendum, for the duration required for the data importer to provide the Products to the data exporter.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13 of the Standard Contractual Clauses

Where the data exporter (Client) is established in an EU Member State, the supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer shall act as competent supervisory authority.

ANNEX B

TECHNICAL AND ORGANISATIONAL MEASURES

This Annex describes the security measures employed by Straker, a software-as-a-service (SaaS) based provider, in line with EU General Data Protection Regulation (GDPR) and ISO 27001 standards. Our services are hosted on both IBM Cloud and Amazon Web Services (AWS) which offer world-class security measures.

I. TECHNICAL MEASURES

1. Compliance:

Our Information Security Management System (ISMS) has been certified ISO27001 and provides the framework for all security related controls, policies, and procedures.

2. Access Control:

Our Access Control Policy ensures we have implemented physical, electronic, and procedural safeguards designed to prevent unauthorized system access, both physically and electronically.

3. System Access Control:

We have established stringent user authentication and authorization protocols, as well as adopted additional security measures available through our hosted cloud providers, IBM Cloud and AWS.

4. Data Access Control:

We control and manage data access within our systems strictly, adhering to a policy of least privilege, limiting access to employees who need access for their work duties.

5. Transmission Control:

We protect data transmission using encryption technologies such as HTTPS and Transport Layer Security (minimum TLS v. 1.2).

6. Hosting Services Security:

Our systems are hosted with IBM Cloud and AWS, which guarantee physical and network security as tier 1 datacenter providers. In addition, our ISMS includes risk management frameworks, security policies, and vulnerability management procedures that are regularly reviewed and tested.

7. Data Backup:

IBM Cloud and AWS provide robust data backup options and we have implemented disaster recovery strategies, redundancy systems, and scalable infrastructure to ensure the critical continuity and high availability of data.

II. ORGANISATIONAL MEASURES

1. Staff Training:

In line with our ISMS requirements, our employees receive extensive, regular training on data protection laws, GDPR, and information security. All staff are obliged to follow these laws and guidelines.

2. Data Protection Officer:

A data protection officer (DPO) is appointed to oversee our compliance with GDPR, and holds this responsibility within our ISMS to ensure data security standards, and to act as a point of contact for all data protection inquiries.

3. Data Access Policy:

An access policy is enacted that limits personal data only to those employees directly involved in data processing, upholding GDPR and ISO 27001 principles.

4. Data Breaches:

We have comprehensive procedures in place for managing data breaches in compliance with GDPR, our ISMS incident management requirements, and the incident response frameworks of both IBM Cloud and AWS.

5. Data Minimization:

We collect, process, and store only the necessary data for the performance of our services, in line with GDPR.

6. Contractual Clauses:

GDPR-compliant and ISO 27001-compliant clauses are incorporated into all contracts to ensure the secure processing of data.

ANNEX C

LIST OF SUBPROCESSORS

The controller has authorised the use of subprocessors, the list of these can be found at www.straker.ai/legal-docs/gdpr-sub-processor-register.

ADDENDUM TWO – DATA PROCESSING ADDENDUM FOR CALIFORNIA CUSTOMERS

This Data Processing Addendum (“**Addendum**”) forms part of the Agreement between Straker and the Client (collectively the “Parties”).

1. Subject Matter and Duration

This Addendum reflects the Parties’ commitment to abide by the data protection law concerning the processing of client’s personal data in connection with client’s execution of the Agreement.

All capitalized terms that are not expressly defined in this Addendum will have the meanings given to them in the Agreement. If and to the extent language in this Addendum conflicts with the Agreement, this Addendum shall control.

This Addendum will become legally binding upon the effective date of the Agreement until the relationship terminates as specified in the Agreement.

2. Definitions

For the purposes of this Addendum, the following terms and those defined within the body of this Addendum apply.

- (a) “**Data Processor**” is defined as an entity that processes personal data on behalf of a Data Controller.
- (b) “**Data Controller**”, which is the entity that determines the purposes and means of processing the personal data, as defined under the California Consumer Privacy Act (CCPA) in the United States.
- (c) “**Data Protection Law**” means the CCPA.
- (d) “**Personal Data**” means Personal Data Processed by Straker on behalf of the Client and shall have the meaning assigned to the terms “personal data” and/or “personal information” under the Data Protection Law.
- (e) “**Processing**” shall have the meaning assigned to the term processing (including process, processed, processing and processes) under the Data Protection Law.
- (f) “**Sale**” under the CCPA is defined broadly to include selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, a consumer’s personal information to another business or third party for monetary or other valuable consideration.
- (g) “**Security Incident**” means the breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.
- (h) “**Third Party**” means Straker’s authorised contractors, subcontractors, agents, vendors and third-party services providers (i.e., sub-processors) that are Processing Personal Data.

3. Data Control and Processing

- (a) The Client and Straker acknowledge that, for the purposes of the Data Protection Law, the Client is the Data Controller and Straker is the Data Processor of any Personal Data received in the provision of the Services provided for under this Agreement.
- (b) Straker further confirms that it will not transfer any Personal Data to any country outside the US without ensuring that there are appropriate data protection law safeguards in place, such as the General Data Protection Regulation (**GDPR**) in the European Union, and that the transfer is made in accordance with the CCPA.

4. Information and Data Security

- (a) Straker takes what it considers to be reasonable steps to prevent unauthorized access to the Client Portal, and to the Client’s data stored on its Client Portal. In particular, Straker takes appropriate steps to protect all Personal Data that is stored on its Client Portal. These steps include ensuring that the Client Portal is securely configured, that vulnerabilities are dealt with as identified, that updates and patches are applied when they are released, that passwords are encrypted, and that access rights are appropriately managed.
- (b) In its capacity as Data Processor, Straker shall process Personal Data only to the extent, and in such a manner, as is necessary for the purposes of providing Services to the Client as described in this Agreement.

- (c) Straker shall not disclose any Personal Data to any person or entity located outside the US, without obtaining the prior written consent of the Client, and that the transfer is done in compliance with applicable data protection laws, such as the GDPR.
- (d) Straker shall implement appropriate technical measures to protect Personal Data against any unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction or damage to Personal Data having regard to its nature.
- (e) The Client agrees that it will ensure that its users are instructed in the use of the Client Portal and the Validation Platform, and the Straker reserves the right to delete or otherwise block access to the Client Portal by any of the Client's users who are, or that Straker reasonably suspects may be, engaged in any activity that might breach international or UK-GDPR law or which may in any way affect the performance of the Client Portal or its continued use by the Client's users.
- (f) Straker will not make available Personal Data for Sale.

5. Documented Instructions

- (a) Straker and its Third Party shall Process Personal Data solely for the purpose of providing the Services to the Client, and solely to the extent necessary to provide the Services to the Client, in each case, in accordance with the Agreement, this Addendum and the Data Protection Law.
- (b) Straker will, unless legally prohibited from doing so, inform the Client in writing if it reasonably believes that there is a conflict between the Client's instructions and applicable law or otherwise seeks to Process Personal Data in a manner that is inconsistent with Client's instructions.

6. Authorization to Use Third Parties

To the extent necessary to fulfil Straker's contractual obligations under the Agreement, the Client hereby authorises (i) Straker to engage Third Parties and (ii) Third Parties to engage sub-processors.

7. Confidentiality

Straker will ensure that any person or Third Party authorised to Process Personal Data will contractually agree to maintain the confidentiality of such information or be under an appropriate statutory obligation of confidentiality.

8. Personal Data Inquiries and Requests

Straker agrees to provide reasonable assistance and comply with all reasonable instructions from the Client related to any requests from individuals exercising their rights in Personal Data granted to them under the Data Protection Law.

9. Demonstrable Compliance

Straker agrees to keep records of its Processing in compliance with the Data Protection Law.

10. Security Incidents

a) Security Incident Procedure

Straker will deploy and follow policies and procedures to detect, respond to, and otherwise address Security Incidents including procedures to:

- (i) identify and respond to reasonably suspected or known Security Incidents, mitigate harmful effects of Security Incidents, document Security Incidents and their outcomes; and
- (ii) restore the availability or access to Personal Data in a timely manner.

b) Notice

Straker agrees to provide prompt written notice without undue delay (but in no event longer than twenty-four (24) hours) to the Client's Point of Contact (POC) if it knows or reasonably suspects that a Security Incident has taken place.

c) **Remediation**

The Client has the right to participate in the investigation and response to the Security Incident and Straker agrees to cooperate fully in the investigation and remediation of any harm or potential harm caused by the Security Incident.

11. Data Storage and Deletion

(a) Data Storage. Straker will abide by the following with respect to storage of Personal Data:

Straker will not store or retain any Personal Data except as necessary to perform the Services under the Agreement.

(b) Data Deletion. Straker will abide by the following with respect to deletion of Personal Data:

- (i) Within thirty (30) calendar days of the Agreement's expiration or termination, or sooner if requested by the Client, Straker will securely destroy all copies of Personal Data (including automatically created archival copies).
- (ii) Upon the Client's request, Straker will promptly return to Client a copy of all Personal Data within thirty (30) days and, if the Client also requests deletion of Personal Data, will carry that out as set out in clause (b)(i) above.

12. Contact Information

Service Provider and Straker agree to designate a point of contact (a "Designated POC") for urgent privacy and security issues. The Designated POC for both parties are:

- Straker's Designated POC: Merryn Straker, Data Privacy Officer.