

Data Processing Agreement

This Data Processing Exhibit (hereinafter "DPA") supplements the LegalFly General Terms and Conditions and Order Form ('**Agreement**') between the Customer and LegalFly in relation to the processing of Personal Data and forms an integral part of the Agreement.

1. Definitions

1.1. In this DPA, the following definitions shall have the following meaning:

"Annex": an annex to this DPA, which forms an integral part thereof.

"Data Subject", **"Personal Data"**, **"Personal Data Breach"** and **"Processing"** shall have the same meanings as in the Data Protection Legislation. **"Processed"** and **"Process"** shall be construed in accordance with the definition of **"Processing"**;

"DPA" This Data Processing Agreement, including the Annexes. This DPA will take effect as from Effective Date and shall continue to be in force and effect until the termination of the Agreement.

"Data Protection Legislation" means any legislation in force within the European Union on the protection of personal data, including Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "GDPR");

"Third Party" means any person or entity which is not a party to the Agreement, including any contractors (including Sub Processors).

"Services" means the services to be provided by LegalFly under the Agreement.

"Sub Processor" means a Third Party engaged by LegalFly as sub-processor to provide the Services or any part of them.

2. DATA PROCESSING

2.1. LegalFly will Process Personal Data on behalf of the Customer. In this respect the Customer determines the purposes and means of the Processing and expressly acknowledges and warrants that it has all necessary rights to provide the Personal Data to LegalFly, and that one or more lawful bases set forth in the Data Protection Legislation supports the lawfulness of the Processing. LegalFly shall without undue delay inform the Customer if, in its opinion, a Customer's instruction infringes this DPA, Data Protection Legislation or other EU or national data protection law.

2.2. Where Personal Data is Processed by LegalFly, its agents, Sub Processors or employees under or in

connection with the Agreement, LegalFly shall, and shall procure that its agents, Sub Processors and employees shall:

- a) only Process the Personal Data or disclose or permit the disclosure of the Personal Data to any Third Party:
 - i) in accordance with the documented instructions of the Customer as stated in this DPA and Annex 1; or
 - ii) where required by EU or national law to which LegalFly is subject, in which case LegalFly shall inform Customer of that legal requirement before Processing that Personal Data, unless that law prohibits such information being provided on important grounds of public interest;
- b) take reasonable measures to ensure that all employees, agents and Sub- Processors who may have access to the Personal Data:
 - i) are informed of the confidential nature of the Personal Data; and
 - ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality that apply with respect to (the Processing of) such Personal Data;
- c) except where statutory guidance indicates that a Personal Data Breach is not required to be notified by LegalFly to a Customer, notify Customer without undue delay, and in any event within 48 hours, upon becoming aware of a Personal Data Breach and otherwise assist Customer, taking into account the nature of Processing and the information available to LegalFly, in meeting its obligations regarding the notification, investigation, mitigation and remediation of a Personal Data Breach under the Data Protection Legislation, without prejudice to LegalFly's right to charge Customer any reasonable costs for such assistance
- d) assist, as reasonably requested by Customer, to the extent necessary to enable Customer to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data Processed by LegalFly under the Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation, including by any regulator, subject to reasonable advance notice and without prejudice to LegalFly's right to charge Customer any reasonable costs for such assistance;
- e) only authorize Sub- Processors not objected to by Customer, subject to:
 - i) informing Customer of the identity of the proposed Sub-Processor. LegalFly will inform the Customer of all intended changes with regard to the addition or replacement of other Sub-Processors. Customer is entitled to its written and motivated objections to such Sub-Processor within a period of five (5) days after such notification. In absence thereof, the Sub-Processor shall be deemed to be accepted. In the event the Customer provides LegalFly with a motivated objection, the parties will discuss these objections. In the event the Parties do not find a reasonable agreement, Customer is entitled to terminate the Agreement and this DPA; and
 - ii) including terms in the contract between LegalFly and the Sub-Processor which are the same as those set out in article 28 (3) of the GDPR; and
 - iii) LegalFly remaining liable to Customer in accordance with the terms of the Agreement

relating to liability, for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data;

- f) cease Processing the Personal Data upon the termination or expiry of the Agreement or, if sooner, the Service to which it relates and, at Customer's option, either (if technically possible) return or delete the Personal Data and any copies of it or of the information it contains, unless the Parties have agreed otherwise in the Agreement, without prejudice to any EU or Member State legal obligations for LegalFly to store or archive such Personal Data. Notwithstanding the foregoing, Personal Data may be retained in backups for an additional two (2) months in order to meet justifiable operational needs. Such Personal Data will not be readily accessible, and the Processor commits to minimizing Personal Data retained, implementing security measures, assisting with data subject rights, documenting purposes, and allowing audits by the Customer.

- 2.3. The nature and purpose of the Processing, type of personal data and categories of Personal Data to be Processed are further detailed in Annex 1.
- 2.4. The Customer acknowledges and agrees not to provide LegalFly with any sensitive data as defined by applicable Data Protection Legislation. The Customer is solely responsible for ensuring that no sensitive data is processed, stored, or transmitted through the Services provided by LegalFly. In the event that the Customer intends to process sensitive data in connection with the Services provided by LegalFly, the Customer shall promptly notify the Supplier in writing. Such notification shall include details regarding the type of sensitive data, the purpose of processing, and any specific security requirements related to the sensitive data. LegalFly reserves the right to decline the processing of sensitive data if, in its sole discretion, it determines that such processing may pose legal or regulatory risks or if it cannot reasonably accommodate the specific security requirements associated with the sensitive data.
- 2.5. Customer hereby agrees that LegalFly will engage with the Sub- Processors as detailed in Annex 1 for the Processing of Personal Data as stated in this DPA.
- 2.6. LegalFly can only be held liable for an infringement of this DPA that is directly attributable to them, or the provisions that apply directly to LegalFly on the basis of the applicable Data Protection Legislation insofar as Customer has complied with its own obligations as set out in this DPA and the applicable Data Protection Legislation. The liability provision set out in the Agreement is fully applicable. In the event no limitation of liability was agreed in the Agreement, the liability that LegalFly may incur shall be limited to the value of the Agreement.
- 2.7. Upon reasonable request, LegalFly shall make available to Customer all information necessary to demonstrate compliance with its obligations under Article 32 to 36 of the GDPR without prejudice to the right of LegalFly to charge the Customer any reasonable and non-excessive costs for making available such information.
- 2.8. The Customer has the right to verify or have verified LegalFly's compliance with this DPA. Such audit may not take place more than once per contract year. The Customer must notify LegalFly of its intention to perform an audit by registered mail at least thirty (30) days prior to such audit. The notification must

include the name of the auditor and a description of the purpose and scope of the audit. The audit will take place during normal Business Hours as applicable at the location of LegalFly. The audit may be performed by an internal auditor, or an external auditor chosen by the Customer, provided that there is no conflict of interest. LegalFly may limit the access of the auditor to the premises of LegalFly to a space provided by LegalFly and the auditor may not copy or delete any documents of LegalFly without the prior approval and consent of LegalFly. The Customer warrants that the audit is conducted in a manner that minimizes inconvenience to LegalFly and its business. The Customer shall impose sufficient confidentiality obligations on its auditors. It is in all cases essential to protect the confidential information of LegalFly. The Customer must or will request its external auditors to send a draft version of the audit report to LegalFly. LegalFly has the right to submit its comments within a timeframe as agreed between Parties. The auditor shall take into account the comments of LegalFly and include these comments in its final report to be submitted to LegalFly. All costs of the audit shall be borne exclusively by the Customer.

- 2.9. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement the measures stated in article 32 of the GDPR and ensure that its agents, Sub Processors and employees implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, taking into account, in particular, the risk of accidental or unlawful destruction, loss, alteration or unauthorized disclosure of or access to the Personal Data. The Customer and LegalFly shall take steps to ensure that any natural person acting under the authority of the Customer or LegalFly who has access to Personal Data does not process them except on instructions from the Customer, unless he or she is required to do so by EU or national law.
- 2.10. Any transfer of Personal Data to a third country or international organization may only take place in accordance with the principles set out in the applicable Data Protection Legislation and this DPA. Transfers of Personal Data to a third country or international organization can take place on the following grounds:
- (i) an adequacy decision by the European Commission;
 - (ii) Appropriate safeguards, including the availability of enforceable rights of Data Subjects and effective legal means. Appropriate safeguards must be adhered to in the following cases: (i) binding corporate rules; (ii) standard data protection clauses adopted by the European Commission or by a Supervisory Authority and approved by the European Commission; or (iii) an approved code of conduct or an approved certification mechanism.
- 2.11. If there is new guidance or a change in the Data Protection Legislation or case law that renders all or part of the Services illegal, LegalFly may terminate the Agreement unless the Parties reach agreement to change the Services whereby the Services are no longer illegal.
- 2.12. This DPA is governed by Belgian law.
- 2.13. All Disputes arising from or related to this DPA shall be settled by the competent court determined in the Agreement.

2.14. If a provision of this DPA is proven to be invalid or unenforceable in whole or in part, it will be regarded as severable (insofar as it is invalid or unenforceable) and the validity of the other provisions of this DPA and the remainder of the provisions in question will remain unaffected. If the invalid provision is of fundamental importance for achieving the goal of this DPA, the Parties shall negotiate in good faith to remedy the invalidity, illegality or unenforceability of the provision or otherwise change this DPA to achieve its purpose.

ANNEX 1: DETAILS OF PROCESSING OF PERSONAL DATA

This Annex1 includes further information relating to the processing activities, in addition to the information already provided in the Agreement.

1. The subject-matter of the Processing of Personal Data

1.1. Personal Data may be processed for the performance the Services set out in the Agreement.

2. The nature and purpose of the Processing of Personal Data

2.1. The Personal Data may be processed for the specific purpose of anonymising legal documents.

This process is integral to our contract review, drafting and discovery procedures. The anonymisation ensures that sensitive information is protected during these legal processes.

2.2. The Personal Data processed may concern the following categories of Data Subjects:

- a) Parties to a contract or legal document, which may include individuals or entities whose personal details are specified within the legal documents
- b) Representatives and signatories of the contracting parties, which may encompass their legal or authorised representatives engaged in the creation, negotiation or execution of the contract.
- c) Third parties mentioned in the legal document, which could include individuals or entities that the legal document references or affects.

For these Data Subjects, the types of Personal Data processed can include, but are not limited to, first names, last names, addresses, contact details, and, where necessary social security numbers or other government-issued identifiers.

3. Sub-Processors

3.1. Microsoft Azure

- a) Service Provided: Cloud computing services including hosting, data storage and computing resources.
- b) Location: The Netherlands

3.2. Pinecone

- a) Service Provided: Vector database for building and scaling machine learning applications.
- b) Location: Belgium

3.3. Digital Ocean

- a) Service Provided: Cloud infrastructure provider offering cloud services to help deploy modern apps.
- b) Location: The Netherlands

3.4. Auth0

- a) Service Provided: Identity and access management service for authenticating and authorizing users.
- b) Location: Germany

4. Technical and Organizational Measures

The Processor shall implement and maintain the technical and organizational measures to protect Personal Data as outlined in the Technical and Organisational Security measures-document. This document details the Processor's systematic approach to managing sensitive information, with the aim to secure the data against unauthorized access, alteration, disclosure and distruction.