

DATA PROCESSING ADDENDUM
to LOKALISE TERMS OF SERVICE
Available at: <https://lokalise.com>

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "DPA") is an integral part of the Lokalise Terms of Service (available at <https://lokalise.com/terms>) unless the Customer has entered into a superseding written master service agreement with Lokalise, in which case, it forms a part of such written agreement (in either case referred to as the "Lokalise Agreement").

This DPA is incorporated by reference into the relevant Lokalise Agreement previously executed by the Customer. In the event of any conflict or inconsistency between any of the terms of the Agreement, the provisions of the following documents (in order of precedence) shall prevail: (a) the SCCs (standard contractual clauses); (b) this DPA; (c) the Lokalise Agreement; and (d) the Customer Order to the Lokalise Agreement. Except as expressly amended in this DPA, the Lokalise Agreement and applicable ordering document remain unchanged and in full force and effect.

This DPA consists of two parts: the main body of the DPA and Schedule 1.

This DPA has been pre-signed on behalf of Lokalise.

To complete this DPA, the Customer must:

- 1) Complete the information in the signature box and sign on Page 7;
- 2) Send the completed and signed DPA to Lokalise by email, indicating, if applicable, your Customer Account Number (as set out on the applicable Customer Order or invoice) to privacy@lokalise.com.

Once we receive a validly completed and counter-signed DPA at privacy@lokalise.com, this DPA will become legally binding on both parties. We will send you an email confirming receipt of the counter-signed DPA with an indication of the DPA's effective date.

1. Definitions and Interpretation

When used in this DPA, these terms have the following meanings. Any capitalized terms not defined in this DPA have the same meanings as given in the applicable Lokalise Agreement.

"Controller" or **"Data Controller"** means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means the entity that executed the Agreement and shall be deemed the "Data Controller" for the purposes of the DPA.

"Customer Personal Data" means Personal Data that Lokalise Processes as a Data Processor for the Customer for the purpose of providing Services. Customer Personal Data includes all Personal Data that Customer Transfers to Lokalise in connection with its use of the Services or for which the Customer is otherwise a Data Controller.

"Data Protection Laws" means all laws and regulations, including the laws and regulations of the United States of America and its constituent states, the European Union (the "EU"), the European Economic Area (the "EEA") and their member states, Switzerland and the United Kingdom, applicable to the Processing of Customer Personal Data under the Lokalise Agreement.

"Data Processor" or **"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

"Data Subject" means the identified or identifiable person to whom Customer Personal Data relates.

"Data Subject Request" means a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to automated individual decision making, each such request being a "Data Subject Request".

"EU Personal Data" means Customer Personal Data that (i) originates from or is located in the EEA, or (ii) is Personal Data of EEA data subjects or any combination of the foregoing.

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

"**Instruction**" and *its cognates* mean the written, documented instruction issued by the Customer to Lokalise, delivered by email or courier, and directing the performance of a specific action with regard to the Customer Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"**Personal Data**" means information about an identified or identifiable natural person that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as "personal data" or "personal information" by applicable Data Protection Laws relating to the collection, use, storage or disclosure of information about an identifiable individual.

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

"**Personal Data Breach**" means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Protected Data.

"**SCCs**" means jointly and each individually (i) "Controller-to-Controller SCCs" means the Standard Contractual Clauses (Controller to Controller Transfers - Set II) in the Annex to the European Commission Decision of December 27, 2004, and (ii) "Controller-to-Processor SCCs" means the Standard Contractual Clauses (Processors) in the Annex to the European Commission Decision of February 5, 2010, as may be amended or replaced from time to time by the European Commission, and available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en.

"**Sub-processor**" means an entity engaged by the Data Processor or any further Sub-processor to Process Personal Data on behalf and under the authority of the Customer, i.e., the Data Controller.

"**Supervisory Authority**" means an independent public authority, which is (i) established by an EU Member State pursuant to Article 51 of the GDPR or (ii) the public authority governing data protection, which has supervisory authority and jurisdiction over the Customer.

2. Processing of Personal Data

2.1. This DPA is made in light of the requirements set out in the applicable Data Protection Laws and is based on the requirements set out in article 28 of the GDPR. This DPA governs the Processing of Personal Data that the Customer Transfers to Lokalise in connection with the Services. For the avoidance of doubt, the duration of the Processing, the categories of Personal Data processed and the categories of Data Subjects subject to this DPA are described in Schedule 1 of this DPA. This DPA does not apply to any content Transferred through the Platform or any third-party applications or software used in connection with the Services.

2.2. The parties agree and acknowledge that regarding the Processing of Personal Data, the Customer is the Controller, and Lokalise is the Processor and that Lokalise and its direct Affiliates will engage Sub-processors under the requirements set forth in Section 7, "Sub-processors" below.

3. Compliance with Laws and Instructions

3.1. The parties shall each comply with their respective obligations under all applicable Data Protection Laws.

3.2. In Processing the Customer Personal Data on behalf of the Customer, Lokalise shall follow Customer's Instructions regarding such Customer Personal Data Processing.

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3.3. The Customer shall ensure that Data Subjects are provided with appropriate information regarding the Processing of their Personal Data and, where required by Data Protection Laws, the Customer shall obtain their consent to such Processing.

3.4. Lokalise shall use commercially reasonable efforts to promptly inform the Customer if Lokalise does not have an Instruction for how to process Personal Data in a particular situation or if an instruction provided under this DPA infringes applicable Data Protection Laws or is in any way misleading or unclear.

4. Rights of Data Subjects

4.1. Lokalise will, to the extent permitted by the applicable Data Protection Laws, inform the Customer of any Data Subject Requests, and will not respond to such requests, unless Instructed by the Customer to do so.

4.2. Lokalise will provide reasonable efforts to assist the Customer by using appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to a Data Subject Request under the applicable Data Protection Laws. The Customer will be responsible for any costs arising from Lokalise's provision of such assistance.

5. Customer's Obligations

5.1. The Customer agrees to (i) determine the purposes and general means of Lokalise's Processing of Customer Personal Data in accordance with the Lokalise Agreement; and (ii) comply with its protection, security and other obligations with respect to Customer Personal Data prescribed by Data Protection Laws for Data Controllers.

5.2. The Customer agrees to, at Lokalise's request, designate to Lokalise a single point of contact responsible for (i) receiving and responding to Data Subject requests Lokalise receives from the Customer Data Subjects relating to Customer Personal Data; and (ii) notifying Lokalise of the Customer's intended response to a Data Subject Request processed by Lokalise on behalf of the Customer and authorizing Lokalise to fulfill such responses on behalf of the Customer.

6. Lokalise Personnel

6.1. Lokalise will take commercially reasonable steps to ensure that all of its personnel accesses and uses Customer Personal Data only to the extent required to perform its obligations in connection with the Services.

6.2. Lokalise will take commercially reasonable steps to ensure that all Lokalise personnel engaged in the Processing of Customer Personal Data are protecting the security, privacy and confidentiality of Customer Personal Data consistent with the requirements of this DPA and is liable for any failure by such Lokalise personnel to meet the terms of this DPA.

6.3. Lokalise has appointed a data protection officer. The appointed person may be reached at: privacy@lokalise.com.

7. Sub-Processors

7.1. The Customer specifically authorizes the engagement of Lokalise's Affiliates to process Customer's Personal Data, and the Customer generally authorizes the engagement of any other third parties as Sub-processors to Process Customer's Personal Data as necessary to perform the Services.

7.2. Lokalise will make available an up-to-date list of Sub-processors for the Services, including their location and purposes for sub-processing of the Personal Data. A current list of the Lokalise Sub-processors can be found at <https://lokalise.com/sub-processors>. Lokalise will promptly update the list to reflect any addition, replacement, or other changes to Lokalise's Sub-processors.

7.3. The Customer may reasonably object to Lokalise's use of a new Sub-processor on legitimate grounds, subject to the termination and liability clauses of the Lokalise Agreement. Such objection has to be sent in an email to: privacy@lokalise.com. The Customer acknowledges that these Sub-

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processors are essential to providing the Services and that objecting to the use of a Sub-processor may prevent Lokalise from offering the Services to the Customer.

7.4. In accordance with EU Data Protection Laws (Article 28(4) of the GDPR), Lokalise will impose legally binding contract terms on each Sub-processor, which are as restrictive as those contained in this DPA.

7.5. Lokalise is responsible for and will ensure that each Sub-processor only accesses and uses Customer's Personal Data to the extent required to perform the obligations subcontracted to it in connection with the Services.

7.6. Lokalise shall be liable for acts and omissions of its Sub-processors to the same extent that Lokalise would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Lokalise Agreement.

8. Third-Party Data Processors

8.1. The Customer acknowledges that in the provision of some services (such as integrations and plugins available at: <https://lokalise.com/integrations>), Lokalise, on receipt of instructions from the Customer, may transfer Customer Personal Data to and otherwise interact with third-party data processors. The Customer agrees that if and to the extent that such transfers occur, the Customer is responsible for entering into separate contractual arrangements with such third-party data processors, binding them to comply with obligations in accordance with Data Protection Laws. For the avoidance of doubt, such third-party data processors are not Sub-processors.

9. Security

9.1. Lokalise shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against any Customer Personal Data Breach), confidentiality and integrity of Customer Personal Data, as required under the applicable Data Protection Laws. Lokalise will regularly monitor compliance with these measures. Lokalise will not materially decrease the overall security of the Services during the term of the Agreement.

9.2. Lokalise will obtain the third-party certifications and audits as required under the applicable Data Protection Laws. Upon the Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Lokalise Agreement, Lokalise will make available to the Customer, who is not a competitor of Lokalise, (or the Customer's independent, third-party auditor, who is not a competitor of Lokalise) a copy of Lokalise's the most recent third-party audits or certifications, as applicable (the "Report").

9.3. If a Report does not provide, in the Customer's reasonable judgment, sufficient information to confirm Lokalise's compliance with the terms of this DPA, then the Customer or an accredited third-party auditing firm, agreed upon by both the Customer and Lokalise, may audit Lokalise's compliance with the terms of this DPA during regular business hours, with reasonable advance notice to Lokalise and subject to reasonable confidentiality procedures.

9.4. The Customer shall be responsible for all costs and fees related to such audits, including all reasonable costs and fees for all time Lokalise spends on any such audit, in addition to the rates for services performed by Lokalise. Before the commencement of any such audit, the Customer and Lokalise shall mutually agree upon the scope, timing, and duration of the audit. The Customer shall promptly notify Lokalise with information regarding any non-compliance discovered during an audit. The Customer may not audit Lokalise more than once per year.

9.5. If a Supervisory Authority requires an audit of the data processing facilities from which Lokalise Processes Customer Personal Data to ascertain or monitor the Customer's compliance with Data Protection Laws, Lokalise will cooperate with such an audit.

10. Confidentiality

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10.1. Lokalise will ensure that all persons authorized to Process the Customer Personal Data in connection with the Services, including Lokalise's Affiliates, personnel, and Sub-processors, have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. The undertaking of confidentiality shall continue after the termination of the above-entitled activities (the respective employment, contract, and/or assignment).

11. Return and Deletion of Customer Data

11.1. Lokalise will, and will cause any its Affiliates and/or Sub-processors to, at the choice of the Customer, delete or return all Personal Data to the Customer at the end of the provision of the Services and delete existing copies unless further storage of the Personal Data is required or authorized by the applicable Data Protection Laws.

11.2. If Lokalise is unable to delete Customer Personal Data for technical or any other reasons, Lokalise will apply measures to ensure that Personal Data is restricted from any further Processing. Any additional cost arising in connection with the return or deletion of Customer Personal Data after the termination or expiration of the Lokalise Agreement shall be borne by the Customer.

11.3. For clarity, Lokalise may continue to Process any Personal Data that has been aggregated in a manner that does not identify individuals or its customers to improve Lokalise's systems and Services or if Processing of the Customer Personal Data is needed to protect the legitimate interests of Lokalise and/or for any legal matters thereto. Please check our Privacy Policy at <https://lokalise.com/privacy-policy>.

12. Data Breaches

12.1. Lokalise will implement and maintain data security incident management policies and procedures, compliant with applicable Data Protection Laws, which address the management of Personal Data Breaches.

12.2. Except to the extent necessary to comply with applicable legal, regulatory or law enforcement requirements, Lokalise will notify the Customer without any undue delay (but, in any event within 24 hours) after it discovers of any Personal Data Breach affecting any Customer's Personal Data, and provide the Customer, where possible, with details of the Personal Data Breach.

12.3. A Notice of a Personal Data Breach shall include (i) the nature of the Personal Data Breach (including, where possible, the categories and approximate number of data subjects and data records concerned); (ii) the likely consequences of the Personal Data Breach; and (iii) the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

12.4. At the Customer's request, Lokalise will promptly provide the Customer with all reasonable assistance necessary to enable the Customer to report relevant Personal Data Breaches to competent authorities and/or affected Data Subjects, if the Customer is required to do so under the Data Protection Laws

12.5. Lokalise will further make reasonable efforts to identify the cause of a Customer Data Breach and take the steps Lokalise deems necessary and reasonable in order to remediate the cause of such a Customer Data Breach to the extent that the remediation is within Lokalise's reasonable control. The obligations herein shall not apply to incidents that are caused by the Customer or the Customer's Authorized Users.

13. EU Data Transfers

13.1. The parties agree that Lokalise may transfer Personal Data processed under this DPA outside the EEA or Switzerland as necessary to provide the Services.

13.2. If Lokalise transfers Customer Personal Data protected under this DPA to a jurisdiction for which the European Commission has not issued an adequacy decision, Lokalise will ensure that appropriate safeguards have been implemented for the transfer of Personal Data in accordance with

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applicable Data Protection Laws as follows (listed in order of precedence, if Personal Data transfer is covered by both mechanisms):

- (i) Lokalise will provide at least the same level of privacy protection for European Personal Data as required under the U.S.-EU, and U.S.-Swiss Privacy Shield frameworks; or
- (ii) use the form as applicable (a) Controller-to-Processor SCCs, or (b) Controller- to-Controller SCCs; for the avoidance of doubt, the latest version of both documents shall be incorporated hereto by reference and legally binding upon the Customer and Lokalise.

Data Subjects for whom the Customer processes EU Personal Data shall be deemed third-party beneficiaries under the applicable SCCs.

13.3. If Lokalise is unable or becomes unable to comply with these requirements, then EU Personal Data will be processed and used exclusively within the territory of a member state of the European Union and any movement of the EU Personal Data to a non-EU country requires the prior written consent of the Customer. Lokalise shall promptly notify the Customer of any inability of Lokalise to comply with the provisions of this Section, 13.

14. Lokalise's Role as Data Controller

14.1. The Parties acknowledge and agree to the extent to which Lokalise processes Personal Data in connection with the Services to:

- (a) facilitate contractual and pre-contractual business relationships;
- (b) comply with our regulatory and other legal obligations;
- (c) personalize the Platform for you by understanding your needs;
- (d) create new features, tools and products;
- (e) conduct aggregate analysis, market research and planning;
- (f) protect Lokalise, our customers and the public;
- (g) provide customer support;
- (h) provide Services-related communications;
- (i) publish marketing and events-related communications;
- (j) create interest-based advertising.

Lokalise is acting as a Data Controller with respect to the Processing of Personal Data it receives from or through the Customer in relation to the above legitimate interests of Lokalise. More details about the categories of Personal Data, nature, and purposes of the Processing when Lokalise is acting as a Data Controller can be found at <https://lokalise.com/privacy-policy>.

14.2. The parties acknowledge and agree that each is acting independently as Data Controller with respect to Personal Information, and the parties are not joint controllers. Each party will, to the extent that it, along with the other party, acts as a Data Controller with respect to Personal Data, reasonably cooperate with the other party to enable data protection rights to be exercised as set forth in the applicable Data Protection Laws.

15. Termination

15.1. This DPA will have the same duration as, and will be subject to, the termination terms of the Lokalise Agreement. The obligations of Lokalise to implement appropriate security measures with respect to Personal Data will survive beyond the termination of this DPA. They will apply for as long as Lokalise retains Customer Personal Data.

16. Limitation of Liability

16.1. Each party's (including their respective affiliates') liability, in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Lokalise Agreement, and any reference in this section to the liability of a party signifies the aggregate liability of that party and all of its affiliates under the Lokalise Agreement and all DPAs collectively.

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17. Governing Law

17.1. The governing law and dispute resolution clause of your Lokalise Agreement shall also apply to this DPA.

In WITNESS WHEREOF, the parties' authorized signatories have duly executed this DPA:

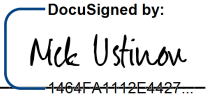
On behalf of [name of legal entity]
(the "Customer", the "Controller")

By: (name written out in full)
Position:

Signature: _____
Effective Date:

On behalf of **Lokalise Inc.:**
(the "Processor"):

By: Mr. Nikolajs Ustinovs
Position: President & CEO

Signature: 
Effective Date: 05th of March 2020

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Schedule 1

Description of Processing where Lokalise acts as a Data Processor

Subject Matter: Lokalise's provision of the Services to the Customer.

Duration of Processing: The duration of the term of the applicable Lokalise Agreement, plus the period from the expiration of the Lokalise Agreement while Personal Data is retained. The Personal Data will be saved as long as the contractual relationship exists between Lokalise and the Customer; and after that, for a maximum of 10 years concerning rules of limitation. In some cases, the data may be saved longer due to laws applicable to Lokalise.

Data Subjects: Customers and their Authorized Users, including officers, employees and third parties that have, or may have, a commercial relationship with the Customer (e.g., translators, editors or marketing managers).

Purpose of Processing: Processing necessary (i) to provide the Services to the Customer, namely to facilitate payment transactions for the Services, identification of Customer's team working on the Team's Workspace at the Platform, (ii) to identify contact persons of the Customer for the purposes of customer and technical support to the Customer; and/or (ii) disclosures in accordance with the Lokalise Agreement as obligated by the applicable law.

For the avoidance of doubt, all the Personal Data is collected based on the Customer's request. This means that Lokalise does not Processes (collects) Customer Personal Data (bank details, credit card details) unless explicitly requested by the Customer to do so.

Data Processing Activities: The Personal Data transferred through the Platform will be processed in accordance with the applicable, Lokalise Agreement, our Privacy Policy and may be subject to the following Processing operations: collecting, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Categories of Personal Data: Personal Data.

Types of Personal Data: Personal Data necessary to manage the Platform and provide Services to the Customers includes:

- Email address, full name, IP address of Authorized Users;
- Customer legal name and registered address (for legal entities);
- Position (role in the team) of Authorized Users;
- Phone number of the Customer's representatives.

If the Customer makes payments or conducts payment transactions related to the Services through a third-party website or application, Lokalise will receive the Customer's transaction information in Lokalise's third-party payment processing software along with partial details of the bank account information. The information that we will be able to verify will include payment method information, such as:

- Cardholder name;
- Email address;
- Unique customer identifier;
- Order ID;
- Partial bank account details; or partial payment card details (last four numbers and card type);

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- Card expiration date;
- Date/time/total amount of transaction;
- Location.

Different payment methods may require the collection of various categories of information. The payment method information that we collect will depend upon the payment method that you choose to use from the available payment methods offered to you.

Sensitive Data: Lokalise does not knowingly process any Sensitive Data in the context of the processing activities described in this Schedule and the DPA.

Location of the Processing Operations: the EU, the USA and other areas, if deemed necessary by the Data Processor and Sub-processors.

Recipients: Personal Data Transferred through the Platform may be disclosed only to the employees and other representatives of Lokalise, who have a legitimate business purpose for processing such Personal Data.

More details about the categories of Personal Data, nature and purposes of the Processing when Lokalise is acting as a Data Controller can be found in our Privacy Policy available at <https://lokalise.com/privacy-policy>.