DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**Addendum**") forms an integral part of the Service Agreement / Terms of Use / EULA and/or any other agreement(s), order(s), statement(s) of work, and/or other legally binding instrument(s) (collectively, the "**Agreement**") in connection with the provision of Services by and between SumitX Ltd. ("**Company**") and the customer of the Services under the Agreement ("**Customer**"). Each of Company and Customer may be referred to herein as a "**Party**" and collectively the "**Parties**".

Capitalized terms not otherwise defined herein shall have the meaning given to them in the Agreement. Except as modified below, the terms of the Agreement shall remain in full force and effect. The exhibits, annexes, appendices and schedules attached to this Addendum (each an "**Annex**") form an integral part hereof and are expressly incorporated herein by this reference.

In consideration of the mutual obligations set out herein, the parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement. Except where the context requires otherwise, references in this Addendum to the Agreement are to the Agreement as supplemented or amended, including by this Addendum.

1. Definitions

1.1 In this Addendum, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

1.1.1 "**Customer Personal Data**" means any Personal Data Processed by Company on behalf of Customer pursuant to or in connection with the Agreement;

1.1.2 "**Data Protection Laws**" means applicable laws and regulations containing rules for the protection of individuals with regard to the Processing of Personal Data, including (to the extent applicable to the relevant Party) the GDPR and the UK GDPR.

1.1.3 "**EEA**" means the European Economic Area;

1.1.4 "**GDPR**" means EU General Data Protection Regulation 2016/679;

1.1.5 "**Services**" means the services to be providedby or on behalf of Company to Customer pursuant to the Agreement;

1.1.6 "**Standard Contractual Clauses**" means (1) with respect to the EU – the Standard Contractual Clauses attached as **Schedule 2** hereto ("**EU SCCs**"); or, (2) with respect to the UK – the EU SCCs together with the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers published by the Information Commissioner's Office on 2 February 2022, which are attached as **Schedule 3** ("**UK SCCs**"). Should any subsequent version thereof be released by the European Commission and/or the UK government, **Schedules 2** and/or **3** shall be amended accordingly;

1.1.7 "**Subprocessor**" means any person (including any third party, but excluding an employee of Company or any of its affiliates) appointed by or on behalf of Company to Process Personal Data in connection with the Agreement.

1.1.8 "**UK GDPR**" means the UK Data Protection Act 2018, as well as the GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419).

1.1.9 The terms "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**", "**Process**" and "**Supervisory Authority**" shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly. The word "**include**" shall be construed to mean include without limitation, and cognate terms shall be construed accordingly.

2. Processing of Customer Personal Data

2.1 Company will Process Customer Personal Data as a Processor, in accordance with Customer's documented instructions, unless Processing is required by applicable laws to which Company is subject, in which case Company will, to the extent permitted by applicable laws, inform the Customer of that legal requirement before the relevant Processing of that Personal Data.

2.2 Customer hereby:

2.2.1 instructs Company to Process Customer Personal Data (including, by transferring Customer Personal Data to any country or territory) as reasonably necessary for the provision of the Services or as otherwise instructed by the Customer in connection with the Services and in accordance with this Addendum; and

2.2.2 warrants and represents that it is and will at all relevant times remain (a) duly and effectively authorized to give the instruction set out in Section 2.2.1; (b) the Controller of the Customer Personal Data Processed by Company; and (c) responsible for and in compliance with its obligations as a Controller of Customer Personal Data and as a "business" under applicable Data Protection Laws, in particular with respect to the justification of any Processing of Customer Personal Data by Company.

2.3 Company shall not retain, use, or disclose Customer Personal Data (a) for any purpose other than for the specific purpose of performing the Services or as otherwise permitted under the Agreement or this Addendum.

2.4 Company shall inform the Customer if, in its opinion, an instruction given by the Customer infringes the GDPR.

2.5 Notwithstanding the above, Customer will be solely responsible for: (a) providing any required notices, obtaining and documenting any required consents and/or authorizations to/from Data Subjects and/or other third parties, including obtaining explicit consent to the processing of special categories of data, all in accordance with Articles 7-9 and 12-14 of the GDPR; (b) securing an appropriate legal basis under applicable law (including the Data Protection Laws), as necessary for Company to Process Customer Personal Data as a Processor on Customer's behalf (including engaging in cross-border transfers as set forth in Section 7 below); (c) ensuring that Customer Personal Data is accurate and up to date; and (d) Customer's decisions and actions concerning the Processing of such Customer Personal Data. Company will inform Customer, if in its opinion any Customer's instruction violates any provision under Data Protection Laws, and will be under no obligation to follow such instruction, until the matter is resolved following a good-faith discussion between the Parties.

3. **Schedule 1** to this Addendum sets out certain information regarding the Processing of the Customer Personal Data by Company and/or any Subprocessors as required by Article 28(3) of the GDPR and/or UK GDPR. Nothing in **Schedule 1** confers any right or imposes any obligation on any Party to this Addendum.

4. Company Personnel

Company will ensure that Company employees authorized to process Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

5. Security

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, Company will in relation to the Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR and/or UK GDPR. Customer is solely responsible for implementing appropriate internal measures for securing Customer Personal Data held and/or Processed by the Customer, including in connection with Customer's use of the Services, and for the secure transfer of Customer Personal Data to Company.

6. **Subprocessing**

6.1 Customer authorizes Company to appoint (and permit each Subprocessor appointed in accordance with this Section 6 to appoint) Subprocessors in accordance with this Section 6 and any restrictions in the Agreement.

6.2 Company may continue to use those Subprocessors already engaged by it at the date of this Addendum. If you would like to receive Company's current list of Subprocessors please contact us at: support@sumit-ai.com.

6.3 Customer authorizes Company to use additional Subprocessors, provided that if Customer signs up for updates on changes to Company's list of Subprocessors, Company will notify Customer of the addition of any Subprocessor and give the Customer an opportunity to object in writing thereto for reasonable and explained grounds, within fourteen (14) days of receiving such notice. If Customer timely sends Company a written objection notice, the Parties will make a good-faith effort to resolve Customer's objection. To sign up for updates to Company's list of Subprocessors, please contact us at: support@sumit-ai.com.

6.4 With respect to each Subprocessor, Company will ensure that such Subprocessor is required by written contract to abide by the same level of data protection and security as Company under this Addendum, as applicable to such Subprocessor's Processing of Customer Personal Data. Company shall remain liable to Customer for the performance of such Subprocessor's obligations.

7. International Transfer of Personal Data

7.1 Company is allowed (and allowed to authorize its Subprocessors) to transfer Customer Personal Data outside of the EEA and UK in the following cases: (a) Customer Personal Data is transferred to a country or based upon a scheme (such as a an agreement between the European Union and a certain country) which is approved by the European Commission and/or by the authorized UK government authority (as applicable), as ensuring an adequate level of protection ("**Approved Jurisdictions**"); (b) subject to the entry into the Standard Contractual Clauses or any other lawful mechanism by the transferor and the transferee with respect to the transfer of Customer Personal Data; or (c) if the transfer falls within a permitted derogation under the Data Protection Laws.

7.2 Transfer of GDPR-governed Customer Personal Data ("**EEA Transferred Data**") to a country which is not included in the Approved Jurisdictions, is made in accordance with the EU SCCs, in accordance with Schedule 2.

7.3 Transfer of UK GDPR-governed Customer Personal Data ("**UK Transferred Data**") to a country which is not included in the Approved Jurisdictions, shall be in accordance with the UK SCCs, as detailed in Schedule 3.

8. Data Subject Rights

Taking into account the nature of the Processing, Company will provide reasonable assistance to Customer by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligations to respond to requests to exercise Data Subject rights under applicable Data Protection Laws.

9. **Personal Data Breach**

Company will notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data which Company, or any of its Subprocessors, Process, providing Customer with reasonable information to allow Customer to meet any obligations under applicable Data Protection Laws.

10. Data Protection Impact Assessment and Prior Consultation

Company will, at Customer's expense, provide reasonable assistance to Customer with data protection impact assessments, and prior consultations with Supervisory Authorities, which Customer reasonably considers to be required by Article 35 or 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by Company, and taking into account the nature of the Processing and information available to Company.

11. Deletion of Customer Personal Data

11.1 Without derogating from the Agreement, at the choice of the Customer all Customer Personal Data are to be deleted or returned to the Customer after the end of the provision of Services.

11.2 Notwithstanding Section 11.1, Company may retain Customer Personal Data as necessary in connection with its routine backup and archiving procedures, to ensure compliance with its legal obligations and its continuing obligations under applicable laws, to use such data to protect Company, its affiliates or any person on their behalf in court and administrative proceedings and to the extent and for such period as required by a subpoena or other judicial or administrative order, or if otherwise required by law. Company will ensure the confidentiality of all such Customer Personal Data and will ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

12. Provision of Information Demonstrating Compliance and Audits

Upon Customer's request up to once per year, Company shall make available to Customer evidence that Company is in compliance with this Addendum. Company and Customer agree that such demonstration of compliance by Company is the preferred mechanism for meeting the requirements of article 28(3)(h) of the GDPR. Audit requirements shall be met upon Company's provision, provided that the Parties have an applicable confidentiality agreement in place, of attestations, certifications and summaries of audit reports conducted by accredited third party auditors regarding Company's data protection measures (for example, a SOC2 report) or as shall otherwise be agreed between the Parties.

13. General Terms

13.1 *Disclosure to competent authorities*. To the extent required by applicable law, Company may disclose Customer Personal Data if required by a subpoena or other judicial or administrative order, or if otherwise required by law, provided that Company will, prior to such disclosure and to the extent permitted by applicable law, notify Customer and provide Customer an opportunity to object to such disclosure.

13.2 *Order of precedence*. In the event of any conflict or inconsistency between this Addendum and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail. With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.

13.3 *Severance*. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

13.4 Any claims brought under this Addendum will be subject to the terms and conditions of the Agreement, including the exclusions and limitations set forth in the Agreement. Any alteration or modification of this Addendum is not valid unless made in writing and executed by duly authorized personnel of both Parties.

13.5 *Counterparts.* This Addendum may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that a Party's signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of such Party with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SCHEDULE 1

DETAILS OF PROCESSING OF CUSTOMER PERSONAL DATA

This Schedule 1 includes certain details of the Processing of Customer Personal Data pursuant to Article 28(3) GDPR.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter of the Processing of Customer Personal Data is set out in the Agreement and the duration thereof is for the term of the Agreement.

The nature and purpose of the Processing of Customer Personal Data

Company may Process Customer Personal Data for the purpose of providing the Services to the Customer, including: (i) providing maintenance services and technical and other support with respect to the Services; (ii) cloud storage services; (iii) complying with Customer's documented written instructions; and/or (iv) complying with applicable law. In addition, Company may (i) process and otherwise use Customer Personal Data to maintain and improve the Services and the technology used therefor, among others in connection with generative artificial intelligence services, including improving products, services, and machine-learning capabilities by artificial intelligence service providers; (ii) collect, use and share aggregated, anonymized and/or de-identified data such as statistical data for Company's legitimate business purposes, including such data that is derived from the User's Personal Data, in accordance with Company's privacy policy as may be amended from time to time. Such information does not reveal the User's identity, and therefore is not considered to be Personal Data.

The types of Customer Personal Data to be Processed

Any Personal Data submitted through the Services or otherwise provided by the Customer to the Company. Such Personal Data mainly relates to Personal Data emanating from audio and video (depending on the subject matter of the relevant media).

The categories of Data Subjects to whom the Customer Personal Data relates

Data Subjects whose Personal Data is submitted through the Services or otherwise provided by the Customer to the Company. Such Personal Data mainly relates to Personal Data emanating from audio and video (depending on the subject matter of the relevant media).

The obligations and rights of the parties

The obligations and rights of the Controller and Processor are set out in this Addendum.

SCHEDULE 2

EU Standard Contractual Clauses

ANNEX to the COMMISSION IMPLEMENTING DECISION on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as officially published at: https://ec.europa.eu/info/system/files/1_en_annexe_acte_autonome_cp_part1_v5_0.pdf or other official publications of the European Union as updated from time to time:

1. Module Two (Controller to Processor) of the Standard Contractual Clauses shall apply.
2. **Clause 7 (Docking Clause)**: shall apply.
3. **Clause 9 (Use of sub-processors)**: GENERAL AUTHORISATION shall apply. The applicable time period is fourteen (14) days.
4. **Clause 11 (Redress)**: the optional language will not apply.
5. **Clause 17 (Governing Law)**: Option 1 shall apply. The Parties agree that the Standard Contractual Clauses shall be governed by the laws of Ireland.
6. **Clause 18(b) (Choice of forum and jurisdiction)**: disputes will be resolved before the courts of Ireland.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

Name: Sumit-X Ltd.

Address: Nahal Hatira 7, Yeruham

Contact person's name, position and contact details: Bar@sumit-ai.com (Bar Levy, COO)

Activities relevant to the data transferred under these Clauses: As described in Schedule 1 of the Addendum – Details of the processing.

Signature and date: the date of the Agreement

Role (controller/processor): PROCESSOR

Data importer(s):

Name:

Address:

Contact person's name, position and contact details:

Activities relevant to the data transferred under these Clauses: As described in Schedule 1 of the DPA – Details of the processing.

Signature and date: the date of the Agreement

Role (controller/processor): PROCESSOR

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: as described in Schedule 1 of the Addendum – Details of the processing.

Categories of personal data transferred: as described in Schedule 1 of the Addendum – Details of the processing.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures: Any Personal Data submitted through the Services or otherwise provided by the Customer to the Company. Such Personal Data mainly relates to Personal Data emanating from audio and video (depending on the subject matter of the relevant media).

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis): as described in Schedule 1 of the Addendum – Details of the processing.

Nature of the processing: as described in Schedule 1 of the Addendum – Details of the processing.

Purpose(s) of the data transfer and further processing: as described in Schedule 1 of the Addendum – Details of the processing.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: as long as necessary for the provision of Services.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing: as described in Schedule 2 of the Addendum. The duration shall be for the duration of the Addendum.

C. COMPETENT SUPERVISORY AUTHORITY

The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Company implements administrative, contractual, and technical procedures to protect the Personal Data it processes.

Company encrypts all data transfers with up-to-date encryption protocols (which may be amended from time to time in order to adapt relevant up to date security standards at Company's sole discretion).

Only a limited number of authorized personnel may access Personal Data, on a need-to-know basis, using a system that utilizes complex passwords, multi-factor authentication, and personalized user accounts.

- Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services
- Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident
- Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing
- Measures for user identification and authorisation
- Measures for the protection of data during transmission
- Measures for the protection of data during storage
- Measures for ensuring physical security of locations at which personal data are processed
- Measures for ensuring events logging
- Measures for ensuring system configuration, including default configuration
- Measures for internal IT and IT security governance and management
- Measures for certification/assurance of processes and products
- Measures for ensuring data quality
- Measures for ensuring limited data retention
- Measures for ensuring accountability
- Measures for allowing data portability and ensuring erasure

ANNEX III – LIST OF SUB-PROCESSORS

See Section 6.2 of the Addendum.

Schedule 3

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses

Part 1: Tables

Table 1: Parties

Start date		
The Parties	**Exporter (who sends the Restricted Transfer)**	**Importer (who receives the Restricted Transfer)**
Parties' details	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):	Full legal name: Trading name (if different): Main address (if a company registered address): Official registration number (if any) (company number or similar identifier):
Key Contact	Full Name (optional): Job Title: Contact details including email:	Full Name (optional): Job Title: Contact details including email:
Signature (if required for the purposes of Section 2)		

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	☐ The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: Reference (if any): Other identifier (if any): Or ☒ the Approved EU SCCs, including the Appendix Information and with only the following modules, clauses or optional provisions of the Approved EU SCCs brought into effect for the purposes of this Addendum:

Module	Module in operation	Clause 7 (Docking Clause)	Clause 11 (Option)	Clause 9a (Prior Authorisation or General Authorisation)	Clause 9a (Time period)	Is personal data received from the Importer combined with personal data collected by the Exporter?
1						

2						
3	Module 3	Applicable	Not applicable	General Authorisation	As set forth in Section 6 of the Addendum	
4						

Table 3: Appendix Information

"**Appendix Information**" means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: As detailed in Annex I to Schedule 2 above.

Annex 1B: Description of Transfer: As detailed in Annex I to Schedule 2 above.

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: As detailed in Annex II to Schedule 2 above.

Annex III: List of Sub processors (Modules 2 and 3 only): See Section 6.2 of the Addendum.

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: ☐ Importer ☐ Exporter ☒ neither Party

Part 2: Mandatory Clauses

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.