

Babel Street Product API-End User Subscription Terms

This Agreement is entered into and made by and between the Reseller of the Babel Street products, (“**Licensor**”) and the U.S. Government Customer (“**Licensee**” or “**Ordering Activity**”) who have negotiated the terms and conditions herein, which is made effective upon the parties’ mutual acceptance of the negotiated terms and Licensee’s use of the software. This agreement covers the grant of Licensee’s use and access of Commercial Software as specified herein and/or listed on an approved task or purchase order (**Products/Services**). Licensee acknowledges that Babel Street, Inc. (“**Babel Street**”), as the supplier and owner of the Babel Street Application Programming Interface (as defined below), is an intended third-party beneficiary of this Agreement for all purposes and shall have the right to enforce all applicable provisions herein.

By agreeing to the API-End User Subscription Terms (the “Terms”) pursuant to the applicable Order Form (as defined below), Customer (as defined below) acknowledges and agrees that these terms govern any and all use of Babel Data as a Service (DaaS) and the relationship with Licensor and Babel Street. These Terms shall be effective as of the date set forth on the applicable Order Form (the “Effective Date”).

1. DEFINITIONS. In addition to other terms defined elsewhere in these Terms, the terms below are defined as follows:

- 1.1. “**Agreement**” shall mean, collectively, these Terms, any Order Form (including add-on Order Forms), and any applicable schedules, exhibits, or addenda thereto (together, “**Addenda**”) with respect to Babel Street products or services.
- 1.2. “**Application Programming Interface (API)**” means the Babel Street application programming interface or other software provided by Reseller in connection with the Data Services as listed on an Order Form, as such application programming interface(s) may be updated from time to time by Babel Street in its sole discretion.
- 1.3. “**Authorized User**” means an employee of Customer, or independent contractor to Customer, or other end-user authorized by Customer that (a) is authorized by Customer and permitted by Babel Street to access or use Babel DaaS, and (b) has completed the then-current Babel Street training on the use of Babel DaaS. An Authorized User does not acquire individual rights in Babel DaaS other than the right to access and use such Application on Customer’s behalf and pursuant to the rights granted to Customer and subject to the terms and conditions herein.
- 1.4. “**Authorized User Monitoring**” means the monitoring performed by Customer of Authorized Users on an ongoing basis, as further specified in Section 6.1.6 of this Agreement, to confirm and ensure that the Authorized Users’ situation has not changed such that they no longer meet the requirements of an Authorized User and that the Authorized User is not misusing Babel DaaS.
- 1.5. “**Babel DaaS**” means the Babel Street application(s), APIs and services listed on an Order Form, as such application(s), APIs and services may be updated from time to time by Babel Street in its sole discretion, but specifically excludes Data Feeds and Third-Party Data (as defined in the Exhibit A, respectively, hereto).
- 1.6. “**Confidential Information**” shall have the meaning set forth in Section 9.1 below.
- 1.7. “**Customer**” means the U.S. Federal Government as represented by a government “Ordering Activity” or other authorized contracting entity named in a Purchase/Task Order document.
- 1.8. “**FAR**” means the Federal Acquisition Regulations as currently in effect.
- 1.9. “**Fees**” means any and all fees payable (a) directly by Customer to Babel Street, or (b) indirectly on behalf of Customer to Babel Street through a procurement agent, in connection with each Order Form.
- 1.10. “**Online Account**” means the authorized access into Babel DaaS as established in accordance with Section 2.2 hereof for use by any particular Authorized User, and includes any applicable controls, permissions and data unique to such user.
- 1.11. “**Online Account Access Information**” means the private access information (for example, username and password) used by each Authorized User of Babel DaaS to access his/her individual Online Account.
- 1.12. “**Order Form**” means (a) one or more order form(s) signed by Customer, (b) one or more order form(s) signed on behalf of a

Customer by a procurement agent, (c) a Government-issued contract, award, or purchase order specifically referencing these Terms, or (d) a directive to secure one or more Subscriptions under a pre-existing agreement between a Customer and a procurement agent in connection with which Babel Street has agreed to provide such Subscriptions, each of which shall describe Customer’s Subscription (including the term and price thereof) hereunder.

- 1.13. “**Privacy Policy**” means Babel Street’s then-current Privacy Policy (attached hereto), as the same non-material terms may be updated from time to time.
- 1.14. “**Reseller**” means the company designated and authorized by Babel Street to have the right to offer subscriptions to the Babel Street Application for profit to public, private and governmental customers or end users.
- 1.15. “**Supplier**” means Babel Street, Inc.
- 1.16. “**Subscription**” means the rights granted by the Reseller of the Babel Street DaaS to Customer to access and use Babel DaaS(s), pursuant to the Agreement.

2. RIGHT TO USE; CONDITIONS OF USE; OWNERSHIP Right to Use.

2.1.1. **Grant of Right.** Subject to the Agreement the Reseller of Babel Street grants to Customer a limited, nontransferable, non-sublicensable nonexclusive, revocable (as set forth herein) right to access and use, and to permit Authorized Users to access and use, Babel DaaS solely for Customer’s internal use, without any further right to use, sublicense, distribute, transfer, or transmit Babel DaaS or any portion thereof. Babel Street reserves all rights in and to Babel DaaS(s) not expressly granted in the Agreement. Without limiting the generality of the foregoing, the right to access and use Babel DaaS(s) granted herein does not cover any underlying components of Babel DaaS(s), Babel Street’s underlying application engines, or any other component of Babel DaaS or the operating environment within which Babel DaaS operates that is not intended by Babel Street for access by any Authorized User.

2.1.2. **Condition of Rights.** The rights granted herein, and Customer’s use of Babel DaaS, are conditioned upon Customer’s compliance with the terms and conditions of the Agreement, including, but not limited to, the timely payment of all applicable Fees.

- 2.2. **Protection of Online Account Access Information.** Licensor will supply Customer with the means to create private Online Account Access Information for its Authorized Users, subject to the limitations set forth in the applicable Order Form. Online Accounts are designed for private use and should only be accessed through the Authorized User’s Online Account Access Information. Customer is fully responsible for the protection and confidentiality of its Authorized Users’ Online Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of Babel DaaS made through Customer’s Online Accounts by any person and for ensuring that all use of Customer’s Online Accounts are for authorized purposes only and complies fully with the provisions of the Agreement. Customer agrees to promptly notify Licensor of any unauthorized use of any Online Account Access Information or any other breach of security, assist in preventing any recurrence thereof, cooperate fully in any proceedings undertaken to protect the rights of the Supplier of the

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Application.

- 2.3. **Internet Connectivity; Disclaimer.** Babel Street through Licensor will make Babel DaaS available for access via the Internet. Customer shall provide, at Customer's own expense, all necessary hardware, applications and Internet connectivity necessary to access Babel DaaS. Customer acknowledges that the Internet is known to be unpredictable in performance and may, from time to time, impede access to Babel DaaS or performance hereunder. Customer agrees that Babel Street is not in any way responsible for any unforeseen interference with Customer's use of or access to, and/or the performance of, Babel DaaS arising from or attributable to the Internet.
- 2.4. **Restrictions.** Without a separate written agreement with Babel Street through Licensor, Customer must not do or attempt to do, or permit others to do or attempt to do, any of the following: (a) possess, download, copy or print Babel DaaS or any part of Babel DaaS, including but not limited to any component which comprises Babel DaaS; (b) view, read, modify, port, adapt or create derivative works of Babel DaaS or any component thereof; (c) reverse compile, reverse assemble, disassemble or print Babel DaaS's source code or object code or other runtime objects or files related to Babel DaaS or otherwisereverse engineer, modify or copy the look and feel, functionality or user interface of any portion of Babel DaaS; (d) permit use of, or grant access to, Babel DaaS to any third party (including outsourcers performing work for Customer) that is not an Authorized User; (e) rent, lease, distribute (or redistribute), provide or otherwise make available Babel DaaS, in any form, to or for the benefit of any third party (including in any service bureau or similar environment) beyond Authorized Users; (f) use or access Babel DaaS or any portion or component thereof on behalf of any other third party (whether on an outsourcing, service bureau, or other basis) other than Authorized Users; (g) share any Online Account or Online Account Access Information with third parties; (h) create any "links" to or "frame" or "mirror" Babel DaaS or any portion thereof; (i) defeat, disable or circumvent any protection mechanism related to Babel DaaS, (j) use Babel DaaS, or allow the transfer, transmission, export, or re-export of Babel DaaS or portion thereof, in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency or the data privacy provisions of any applicable jurisdiction; (k) remove or modify any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of Babel DaaS (including any screen displays, etc.) or any other products or materials provided by Babel Street hereunder; or (l) publish, reproduce, distribute (or redistribute), sell, or otherwise disseminate any data, information, or document retrieved through Babel DaaS (even if in the public domain) to any non-Authorized User individual or entity outside of Customer. Under no circumstances can any content retrieved from or through Babel DaaS be resold or repackaged by Customer except as explicitly authorized by Babel Street. In addition, Customer shall not violate or attempt to violate the security of Babel Street's (or any of its third party service provider's) networks or servers, including (i) access data not intended for Customer or log into a server or account which Customer is not authorized to access; attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (iii) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.
- 2.5. **Suspension of Access.** In addition to any other rights of Licensor hereunder, certain circumstances may require Licensor to temporarily suspend Licensee's access to and/or use of, or otherwise modify, Babel DaaS and/or any component thereof and/or any Online Account or any Online Account Access Information without notice in order to: (a) prevent damage to, or degradation of the integrity of the Babel Street network; (b) comply with any law, regulation, court order, or other governmental request or order; (c) comply with the terms of any provider of any third-party component of Babel DaaS and/or Services; (d) prevent the delivery of data that is not based on and/or the response to a

transactional inquiry (or transactional inquiries, whether individual or batched), which inquiry (or inquiries) originate from an Authorized User and contain(s) the necessary data elements for Customer to match such request to a unique individual (or individuals) that is the subject of the inquiry (or inquiries); (e) prevent use for unauthorized purpose including but not limited to any use in violation of Section 6 below; or (f) otherwise protect Supplier or Licensor from potential legal liability or harm to its business. Babel Street will use commercially reasonable efforts to notify Customer of such temporary suspension as soon as reasonably practicable. In the event of a suspension, Babel Street will promptly restore Customer's access to Babel DaaS or portion thereof as soon as the event giving rise to the suspension has been resolved, as determined in Babel Street's discretion. Nothing contained in these Terms will be construed to limit Babel Street's actions or remedies or act as a waiver of Babel Street's rights in any way with respect to any of the foregoing activities. Babel Street will not be responsible for any loss or damages incurred by Customer as a result of any suspension of access to or use of Babel DaaS (in whole or in part) as set forth in the Agreement.

- 2.6. **Reservation of Rights.** Except for the limited right granted in Section 2.1, as between Customer and Babel Street, Babel Street, and its third-party suppliers, retain all intellectual property and other proprietary rights, title, and interest, express or implied, in and to the Services, Babel DaaS, and any and all information and data made available to Customer through Babel DaaS, including, but not limited to, all patent, copyright, trade secret, trade name, trademark, and other proprietary rights related to Babel DaaS that are protected under United States intellectual property laws and international treaty provisions. Any unauthorized use of any Application will result in cancellation of the Agreement as well as possible civil damages and criminal penalties. Customer is not permitted to use "Babel Street, Inc.," "Babel Street," "Babel X," "Babel BOX," "Babel Channels," "Babel Synthesis," "Decipher Your World" or any other trade or service marks of Babel Street or any of its affiliates unless expressly agreed to in writing by an authorized representative of Babel Street. Babel Street and, if applicable, its third-party suppliers will own all rights in any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer.

3. **FEES AND PAYMENT.** The amount of Fees payable are to be paid in accordance with the awarded contract terms and conditions and the payment terms related thereto, shall be as set forth in the Order Form.

4. TERM & TERMINATION

- 4.1. **Expiration of Rights.** Customer's right to access and use Babel DaaS shall be for the period set forth in the applicable Order Form (the "Term"). At all times during the Term, and at any time Customer is accessing and/or using Babel DaaS, the Agreement shall continue to govern unless: (i) the Agreement is superseded by a revised written agreement prior to any renewal term, or (ii) the Agreement is terminated under [subsection 4.3](#).

- 4.2. **Expiration.** Unless renewed pursuant to an Order Form, and subject to the terms of Section 4.4 below, the Agreement (including the applicable Order Form) shall automatically expire and terminate at the end of the Term set forth in such Order Form; provided, that if Customer has a Subscription for more than one Application pursuant to a separate Order Form, then the Agreement shall continue to apply and will automatically expire and terminate upon the expiration of Customer's rights to the last Application governed under the Agreement in accordance with the terms of such Order Form. Upon expiration of the Agreement, Customer shall delete any data retrieved from the API from its systems.

- 4.3. Termination for Cause.

4.3.1. **By Either Party.** Termination of this agreement will be in accordance with FAR Clause 52.249 or FAR Clause 52.233-1, subject to the following exceptions:

Reseller may request cancellation or termination of the License Agreement on behalf of Babel Street if such remedy is granted to

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it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section 4.3.1 or if such remedy is otherwise ordered by a United States Federal Court.

4.3.2. Continued Performance. The Supplier or Licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this Agreement. If the Supplier or Licensor believes the ordering activity to be in breach of the Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in FAR 52.233-1, Disputes.

4.3.3. Termination of the Agreement by Licensor as reseller of the Babel Street Application pursuant to this [subsection 4.3](#) will not affect: (a) Customer's obligation to pay any Fees due, to Licensor through which the Subscription was purchased.

4.4. Effect of Expiration or Termination. Upon any expiration or termination of the Agreement, all rights granted to Customer thereunder will immediately terminate and Licensor will have the right to immediately and indefinitely suspend Customer's access to and use of Babel DaaS without further notice to Customer. The following sections will survive the expiration or termination: subsections 2.4, 2.6, 4.3, 4.4, 6.3, 7.3, 7.4, and 7.5, and Sections 1, 3, 5, 6, 8, 9 and 10 of the Terms, and Section 4 of Exhibit A.

5. SUPPORT. Licensor will offer to Customer product support (described in Section 5.1) The Babel Street Customer Experience ("CX") Team provides Support Babel Street reserves the right to modify its Support policies and procedures from time to time.

5.1. Support. Support includes (a) answering questions and providing a reasonable level of guidance to Customer about Babel DaaS, and (b) troubleshooting and workaround assistance. Customer must provide details sufficient for CX to reproduce any reported issue, including a detailed description of the issue, screenshots, and any other information reasonably requested. CX does not provide support for software, hardware, or any other technology developed by third parties. Babel Street provides support Monday through Friday from 0800- 1800 Eastern Time (U.S.) unless premium support has been purchased.

6. CUSTOMER REPRESENTATIONS AND WARRANTIES

6.1. Customer Responsibilities. Customer understands, agrees and acknowledges that:

6.1.1. As between Customer and Babel Street, Customer and/or Authorized Users will be responsible for determining the accuracy of any and all content accessed and results received through Babel DaaS, including, but not limited to, any translations thereof;

6.1.2. Customer and/or Authorized Users will neither inquire nor rely upon Babel Street for any legal or other professional or expert advice of any kind, and Customer acknowledges and agrees that data, records, and/or other information accessible through Babel DaaS may be unsuitable for use in legal or administrative proceedings;

6.1.3. As between Customer and Babel Street, Babel Street is not responsible for any liability arising from Customer's failure to receive information in a timely manner through Babel DaaS and/or any component thereof;

6.1.4. As between Authorized Users and Babel Street, Babel Street is not responsible for any liability arising from Authorized User's failure to receive information in a timely manner through Babel DaaS and/or any component thereof; and

6.1.5. Customer is fully and solely responsible for: (a) selection of adequate and appropriate products to satisfy Customer's needs and achieve Customer's intended results; (b) all results obtained from Babel DaaS; (c) selecting, obtaining and maintaining all hardware, software, computer capacity, Internet service, program and system resources and other equipment and utilities needed for access to and use of Babel DaaS, and for all costs associated therewith; and (d) selection, use of, and results obtained from any other programs,

computer equipment or services used with Babel DaaS, and (e) any and all decisions made by Customer based on and/or in connection with its use of Babel DaaS.

6.1.6. Authorized User Monitoring. Customer shall conduct Authorized User Monitoring, at its own cost and expense. Such good faith Authorized User Monitoring will include Customer's implied confirmation to Babel Street that Customer has no reason to believe that Authorized Users are non-compliant with the authorized use or any applicable regulation. Customer shall promptly suspend providing Babel DaaS (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) to any Authorized User that is found to no longer meet the credentialing and other requirements of an Authorized User. Customer shall also promptly notify Babel Street of the same and cooperate with Babel Street in any decisions pertaining to termination of the Authorized User, re-activation if the issue is cured or curable, or other appropriate remedies on a case-by-case basis. In the event that Customer is providing Babel DaaS (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) to government agencies administering confidential government or law enforcement programs, Customer shall be deemed in compliance with its obligations relating to Authorized User Monitoring if it requests that such agencies certify in writing that they meet the requirements of an Authorized User if Customer has good cause to believe that such a certification is warranted. Upon becoming aware of any noncompliance by an Authorized User with any of the Authorized User requirements under this Agreement, Customer will immediately: (a) suspend the Authorized User's access to Application (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) until this matter has been investigated and remediated to Babel Street's satisfaction; (b) terminate Authorized User's access to Application (including through any Customer product or service that incorporates or is derived from and includes Babel DaaS) if a violation of the law or this Agreement has been confirmed; and (c) to the extent not prohibited under applicable laws, notify Babel Street of both the suspension and/or termination of such Authorized User.

6.2. Customer's Representations. Customer represents, warrants and covenants that:

6.2.1. Intentionally Omitted;

6.2.2. Customer will not use Babel DaaS to create or enhance a product, service or database that competes with Babel Street or Babel DaaS;

6.2.3. Customer is responsible for complying with all rules, regulations and procedures of local, state, federal and foreign authorities applicable to Customer and its business, and Customer's use of Babel DaaS and any information provided and/or accessed in connection with the Agreement and/or Babel DaaS shall in all cases comply with all applicable federal, state and local and foreign laws and regulations;

6.2.4. Intentionally Omitted;

6.2.5. Customer is not prohibited by any law, regulation, or third-party agreement from ordering Babel DaaS;

6.2.6. Customer will not otherwise violate the rights of any third party while accessing and/or using Babel DaaS;

6.2.7. Customer will not use the Babel Street Application or any information obtained from Babel Street, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b) (as defined below);

6.2.8. Customer is authorized to handle Personal Data (as defined in Section 10.7) and make such data available and retrievable by Babel Street for uses set out in the Agreement, including through ensuring appropriate notice, consent and transfer mechanisms, including by Customer referring individuals to the Babel Street Privacy Policy (notwithstanding Babel Street's ability and right, to which Customer agrees, to provide notice, its Privacy Policy and

choice mechanisms separately to individuals); and

6.2.9. Customer has received acknowledgement from Authorized Users agreeing to Authorized Users rights and Customers and/or Authorized Users duties under this Agreement.

- 6.3. **Security.** During the term of this Agreement, Babel Street will maintain compliance with the standards set forth in NIST 800-171 and ISO 27001. CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS BY THEIR NATURE ARE CAPABLE OF CIRCUMVENTION AND THAT BABEL STREET DOES NOT AND CANNOT GUARANTEE THAT BABEL DAAS AND/OR ANY INFORMATION AND DATA CONTAINED THEREIN CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. Babel Street shall not be responsible or liable for any such unauthorized access nor shall any such unauthorized access constitute a breach by Babel Street of its confidentiality obligations hereunder.

7. WARRANTIES

- 7.1. **General Warranties.** Licensor represents and warrants that: (a) it has title to Babel DaaS and the right to grant Customer the rights to use Babel DaaS as set forth herein; and (b) has not nor has its Supplier knowingly inserted into Babel DaaS any virus or similar device to erase data. Customer's sole and exclusive recourse and remedy, and Licensor's liability, for (i) a breach of item (a) by Licensor as Reseller shall be the exercise of Customer's indemnity rights under subsection 7.2 below, and (ii) a breach of item (b) shall be to issue Customer a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the portion of the applicable Term existing at the time.

7.2. Indemnification.

7.2.1. Subject to the other terms and conditions set forth herein, Licensor agrees to indemnify Customer, its employees, officers, and directors, at Babel Street's sole cost and indemnify Customer (by paying for damages finally awarded against Customer or any amounts payable in any settlement entered into by Customer in compliance with the Agreement) from and against any claims, demands, actions or proceedings by any third parties alleging that Customer's use of Babel DaaS itself (but specifically excluding any claim, demand, action or proceeding in any way related to or in connection with any content accessible in connection therewith) as permitted herein infringes or violates any third party's issued United States patent, trademark or trade secret; provided that the Supplier is reasonably notified of such claims and proceedings and has the right to intervene in the proceedings at its own expense and counsel of its choice in such claims and subject to the following sentence: Any clause of this agreement requiring the commercial Supplier or Licensor to defend and have sole right to exercise control in any such actions on behalf of the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action in accordance with 28 U.S.C. 516.

7.2.2. The Licensor or Supplier indemnity obligations under subsection 7.2.1 hereof will not apply if and to the extent that they arise from or relate to: (a) the access or unlawful use of the Babel DaaS in any manner other than as permitted hereunder; (b) the use of Babel DaaS in combination with any intellectual property, services, reports, documentation, hardware, software, data or technology supplied by any person other than Babel Street; or (c) any data, information, content, or other intellectual property supplied by Customer, an Authorized User, or otherwise made available through Babel DaaS.

7.2.3. If any Application becomes, or in Babel Street's opinion, is likely to become, the subject of a third party claim covered by Babel Street's indemnification obligations under subsection 7.2.1, then Babel Street may, in its sole discretion and at its sole cost and expense: (a) procure for Customer the right to continue using such Application; (b) modify the infringing portion of Babel DaaS so as to render it non-infringing but still appropriate for its intended use under the Agreement; or (c) replace the infringing portion of Babel DaaS with non-infringing items with substantially similar

functionality. If Babel Street reasonably determines that none of the foregoing is commercially practicable, then either Babel Street or Customer has the option to terminate the Agreement and receive a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term. This Section 7.2.3 states Babel Street's entire liability and the sole and exclusive remedy of Customer for any claim of infringement or other violation of any intellectual property rights.

- 7.3. **Limited Warranty.** LICENSOR WARRANTS THAT THE APPLICATION WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH APPLICATION WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS STATED IN SUBSECTION 7.1, BABEL DAAS, SUPPORT, AND ANY THIRD-PARTY SOFTWARE, DATA, AND INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT BABEL DAAS OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT BABEL DAAS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL APPLICATION DEFECTS WILL BE CORRECTED. BABEL STREET SHALL HAVE NO LIABILITY FOR, THE SELECTION, USE AND SUITABILITY OF BABEL DAAS. NO EMPLOYEE OR AGENT OF BABEL STREET OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS ANY OF THE WARRANTIES OR LIMITATIONS CONTAINED IN THIS AGREEMENT WITHOUT THE PARTIES MUTUAL WRITTEN AGREEMENT. CUSTOMER FURTHER AGREES THAT BABEL STREET WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, OR DAMAGE ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, TRANSLATING, OR DELIVERING ANY DATA, DATA FEED, AND/OR OTHER INFORMATION TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. **THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.**

- 7.4. **Limitation of Liability and Damages.** NEITHER PARTY (AND IN THE CASE OF LICENSOR OR BABEL STREET, THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND LICENSORS) WILL HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, ANY CONTRACTOR, AGENT, AFFILIATE OR CLIENT OF CUSTOMER) FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S BREACH OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS AS SET FORTH HEREIN. THE CUMULATIVE, AGGREGATE LIABILITY OF LICENSOR OR SUPPLIER AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER UNDER THE ORDER FORM IN CONNECTION WITH WHICH SUCH CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY HEREUNDER. THE LIMITATION OF LIABILITY AND TYPES OF DAMAGES STATED IN THE AGREEMENT ARE INTENDED BY THE PARTIES TO APPLY

REGARDLESS OF THE FORM OF LAWSUIT OR CLAIM A PARTY MAY BRING, WHETHER IN TORT, CONTRACT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. **THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., GSAR CLAUSE 552.238-81 - PRICE REDUCTIONS, CLAUSE 52.212-4(w)(viii) - INDEMNIFICATION, AND CLAUSE 552.215-72 - PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION).**

- 7.5. **Third-Party Products.** Babel DaaS may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, Babel DaaS may require data and information from third parties in order to work properly, and such third-party data and information may not always be accessible. ANY BABEL STREET-PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO -PROVIDED THIRD-PARTY PRODUCTS SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY BABEL STREET. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY THE SUPPLIERS AND/OR LICENSORS OF SUCH THIRD-PARTY PRODUCTS AND CUSTOMER HEREBY RELEASES BABEL STREET FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.
8. **DISPUTE RESOLUTION.** Any dispute that arises under this Agreement shall be handled in accordance with the Contract Disputes Act (41 U.S.C. 7101-7109).
- 8.1. **Force Majeure.** Excusable delays shall be governed by FAR 52.212-4(f).
- 8.2. **Jurisdiction.** This Agreement is governed by Federal Law. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to the Agreement or to the parties in general. The parties further agree that the Uniform Computer Information Transactions Act or any version thereof ("UCITA") shall not apply to the Agreement, any Order Form or any Services provided thereunder (including Babel DaaS). To the extent that UCITA is applicable, the Parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.
- 8.3. **Notices.** All notices, demands, consents or requests given by a party hereto must be in writing and sent by delivery via a third party, nationally recognized tracked express mail service, postage prepaid, addressed to the Reseller's billing address of record, or Babel Street, Inc., 1900 Reston Metro Plaza, Suite 950, Reston, VA 20190 Attn: Contracts.
- 8.4. **Enforceability.** In the event that any of the provisions, or portions thereof, of the Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions and portions thereof of the Agreement shall not be affected thereby.
- 8.5. **Waiver.** A party's failure or delay to require compliance with the conditions of the Agreement, or to exercise any right provided herein, shall not be deemed a waiver by such party of such condition or right. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion.

9. CONFIDENTIALITY

9.1. Nonuse and Nondisclosure.

9.1.1. If applicable, the parties shall protect any and all

Confidential Information exchanged in connection with the Agreement in accordance with the Mutual Non-Disclosure Agreement executed by the parties prior to the Effective Date (the "NDA") and in effect during the Term. In the event of any conflict between the terms and conditions of the Agreement and any amendment thereto and the terms and conditions of the NDA, then the terms and conditions of the NDA shall govern. Nothing in the Agreement shall modify or supersede the NDA.

9.1.2. In the event that no NDA is in effect between the parties, then during the term hereof and for four (4) years after termination or expiration of the Agreement, any and all information that is or reasonably should be understood to be confidential, proprietary or generally not available to the public and that is conveyed before or after the Effective Date by the disclosing party to the recipient, whether orally, in writing, electronically, by demonstration, or by magnetic or other media, including, but not limited to, the terms of Customer's Order Form(s), Babel DaaS and all proprietary information in connection therewith (including, but not limited to, any and all user documentation), and any discussions between the parties regarding other potential business relationships (the "**Confidential Information**"), shall be held in strict confidence by the parties, and will not be used, made available or disclosed to any third party without the other party's prior written consent, except as expressly permitted hereunder. Each party also agrees to restrict dissemination of such Confidential Information to only those persons in their respective organizations or third-party consultants or service providers who have a need to know such Confidential Information to perform or otherwise fulfill the obligations under the Agreement. Each party will be deemed to have fulfilled its confidentiality obligations under this Section 9 if it affords the other party's Confidential Information at least the same degree of care it takes in protecting its own confidential information from unauthorized disclosure (but in no event using less than a reasonable degree of care). Licensor acknowledges that Federal agencies are subject to the Freedom of Information Act (FOIA) and some information may be released despite being characterized as "confidential" by Licensor, and Licensor agree that that courts of competent jurisdiction may require certain information to be released under FOIA (5 USC 552) that does not fall under certain exceptions, and such information must be released when requested.

- 9.2. **Exceptions.** Notwithstanding the above restrictions, neither party will have any obligation for any nonuse or nondisclosure of Confidential Information which (a) is now or subsequently enters the public domain through means other than a breach of the terms of the Agreement; (b) is lawfully obtained from a third party without an obligation of confidentiality; (c) is independently developed by such party or is already lawfully in the possession of the receiving party free of any obligation of confidence to the other party; or (iv) is required to be disclosed by law, by court order or by order of any government or administrative tribunal having jurisdiction over the recipient, provided that the recipient must notify the disclosing party of any such requirement prior to disclosure, if allowed under applicable law, in order to afford such other party an opportunity to seek a protective order to prevent or limit disclosure, and the recipient will reasonably cooperate with the disclosing party's efforts to obtain such protective order.
- 9.3. Neither this Agreement nor the GSA contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act (FOIA). Notwithstanding anything in this Agreement to the contrary, the Customer may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.
- 9.4. **Expiration.** Upon termination or expiration of the Agreement, both parties agree to destroy all copies of Confidential Information of the other party, including, without limitation, all electronically stored copies. However, each party will be entitled to retain copies of the other party's Confidential Information preserved or recorded or

saved automatically to standard back-up or archival systems. Moreover, the parties hereto may retain a copy of such Confidential Information for the sole purpose of and to the extent necessary to comply with applicable and legal, regulatory, and/or reasonable internal archival policies and requirements (with such Confidential Information otherwise remaining subject to the terms and conditions of this [Section 9](#)). The disclosing party will retain all proprietary rights to the information it discloses hereunder, regardless of the expiration of the obligations under this [Section 9](#).

10. MISCELLANEOUS

- 10.1. **Entire Agreement.** The Agreement constitutes the entire and exclusive agreement and understanding between Customer and Licensor with respect to Babel DaaS, and/or Support to be furnished hereunder, including any representations, express or implied, with respect to Babel DaaS and/or Support, and it supersedes all prior agreements and communications between the parties (including all oral and written proposals). Notwithstanding anything to the contrary contained herein or in any terms and conditions posted within Babel DaaS, such online terms shall be of no force or effect with respect to Customer's use of Babel DaaS, and such usage shall be governed by the Agreement. Further, unless otherwise expressly agreed to in writing by the parties, any and all purchase orders or similar documents submitted by or on behalf of Customer to Licensor will be for Customer's administrative purposes only and the terms and conditions contained in any such purchase order or similar document will have no force and effect and will not amend, supersede, or modify the Agreement in any manner. No supplement to, or modification or amendment of, the Agreement will be binding unless executed in writing by authorized representatives of Babel Street and Customer.
- 10.2. **Order of Precedence.** Any inconsistencies or conflicts between these Terms, contract, solicitation, and any Order Form and/or Addendum shall comply with the order of precedence at 52.212-4(s).
- 10.3. **Contact Information.** Customer agrees to always provide Licensor with Customer's most current contact information, including Customer's address, phone number, fax number and e-mail address.
- 10.4. **Licensing Audit.** Upon Licensor's written request, Customer shall furnish Babel Street with a signed certificate verifying that Customer is using Babel DaaS pursuant to the terms of the Agreement and Babel DaaS is being used only by Authorized Users.
- 10.5. **Export Restrictions.** Customer is advised that Babel DaaS and content accessible through Babel DaaS may be subject to access and export controls under United States laws and regulations, including the U.S. Export Administration Regulations, and diversion contrary to U.S. law and regulation is prohibited. Customer agrees to not directly or indirectly access, export, import or transmit Babel DaaS and/or content accessible through Babel DaaS from or to any country, end user or for any end use that is prohibited by any applicable U.S. regulation or statute (including but not limited to those countries embargoed from time to time by the U.S. government or the United Nations) or by any terms of use applicable to content accessible through Babel DaaS.
- 10.6. **FCRA Use Prohibition.** Babel Street is not a "consumer reporting agency," for purposes of and as defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA"), and Babel DaaS (including any information accessible through Babel DaaS) does not constitute or generate "consumer report" information, as defined by FCRA. Customer may not use Babel DaaS, or use any information accessible through Babel DaaS, in whole or in part, for the purpose of determining an individual's eligibility for credit, insurance, or employment or for any other purpose identified in Section 604 of the FCRA (15 U.S.C. § 1681b).
- 10.7. **Modification/Replacement of Application.** Babel Street reserves the right, in its sole discretion and without first consulting with Customer, to discontinue or modify Babel DaaS, any component thereof, or any content or functionality offered through Babel DaaS for any reason. If an Application is discontinued during the applicable Term, then Babel Street will, in its discretion, either:

(a) provide a pro-rata refund of the portion of the pre-paid subscription Fee applicable to the terminated portion of the applicable Term; or (b) replace the discontinued product for the duration of the then-current Term with a successor product having equal or greater functionality at no additional cost to the ordering activity/Licensee.

- 10.8. **Assignment.** Licensor may not assign, sublicense or otherwise transfer this Agreement as an attachment to the GSA contract or any of the rights or obligations hereunder without the prior written consent of a duly authorized Customer Contracting Officer, whose consent shall not be unreasonably withheld. The Licensor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Licensor may not assign its rights to receive payment under this contract.
- 10.9. **U.S. GOVERNMENT COMMERCIAL LICENSE RIGHTS.** Babel DaaS is provided subject to the license granted in Section 2 above, pursuant to FAR 12.212 and/or DFARS 227.7202-1(a), 227.7202-3(a) and 227.7202-4. To the extent any technical data is provided pursuant to these Terms and Conditions, such data is provided subject to the license granted herein pursuant to FAR 12.211, or, if and only if required by U.S. federal law, in accordance with the rights set forth in DFARS 227.7102-2 and DFARS 252.227-7015 (FEB 2014). In the event that any of the above referenced agency regulations are modified or superseded, the subsequent equivalent regulation shall apply. The name of the manufacturer is Babel Street, Inc., 1818 Library Street, Suite 500, Reston, Virginia 20190
- 10.10. **Audit.** Customer shall maintain complete and accurate books and records relating to Babel Street's and Authorized Users' compliance with the applicable requirements of this Agreement. During the Term and for two (2) years thereafter, upon fifteen (15) calendar days' prior written notice and no more than twice annually during any calendar year (unless a breach is discovered, in which case Babel Street may undertake reasonable follow-up audits), and during normal business hours, Customer shall permit representatives of Babel Street to audit and inspect Customer's books, records, systems, facilities, controls and other information (including information and processes required by this Agreement to be maintained relating to Authorized Users) related to this Agreement to ensure compliance with the terms of this Agreement, subject to applicable Government security requirements. Babel Street or its designee may, during the course of such audit, make copies and extracts of Customer's books and records relating to such audit provided Babel Street and any designee shall treat all such information reviewed during an audit (including any copies and extracts) as confidential and will not disclose such information to any third party other than pursuant to legal process. If the auditors document either a significant underpayment of moneys to Babel Street or a material breach of Customer's obligations, Babel Street will promptly invoice Ordering Activity additional license fees sufficient to cover the unauthorized use revealed by the audit. Customer shall promptly (a) promptly correct any identified breach, and (b) such audit shall not be counted for the purposes of the limitation in the number of audits performed in a calendar year. The rights stated in this Article 11 are in addition to, not in lieu of, any other rights Babel Street has under this Agreement and Applicable Law.
- 10.11. For each third party who provides services to Customer that relate to or arise from Babel Street Services and/or Babel DaaS, Customer shall obtain for Babel Street the right for Babel Street to review, at Babel Street' expense, each such third party's security processes and procedures related to the transmission, storage or processing of Babel Street Services and/or Babel DaaS. Customer shall cooperate, and shall direct each such third party to cooperate, with Babel Street and any Babel Street requests in conjunction with all such aforementioned reviews including, but not limited to Babel Street' requests to correct any deficiencies discovered during such audits within a period of time mutually agreed upon.

API - End User Subscription Terms

10.12. **Data Transmission Notification.** Babel DaaS may transmit to Babel Street various information relating to Customer's use of Babel DaaS, including general information about Customer's systems (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version). Babel Street may not use any governmental confidential system information for any other reasons whether known and unknown

except for solely internal quality assurance and software error checking purposes, to assist users with multiple offices and as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. Breach of this paragraph by Licensor or Supplier may result in the Ordering Activity seeking damages against Licensor or Supplier that are available in Contract and Tort Law.

API - End User Subscription Terms (USG GSA Form)

Exhibit A

Data Feed Terms

The provisions of this Third-Party Data Terms Addendum (this "Addendum") are hereby made a part of that certain Agreement entitled Babel Street Product End User Subscription Terms (the "Terms") previously entered into by and between the Reseller of the Babel Street products ("Licensor") and the U.S. Government Customer ("Licensee" or "Ordering Activity"), and Exhibit A shall apply to any and all content, data, and other information that Licensee accesses through Babel DaaS as part of a Data Feed.

1. **DEFINITIONS.** In addition to other terms defined elsewhere in this Exhibit A or the Terms, the terms below are defined as follows:

- 1.1. **"Babel Channels"** means the curated Babel Street search results provided by Babel Street to customers through Babel DaaS as a premium Data Feed (as defined below), which search results are based on information received by Babel Street from certain social media communications, web sites, news outlets, and other publicly available data feeds, as such searches may be modified, added, and/or deleted from time to time in Babel Street's sole discretion. Babel Channels may be made available to Licensee pursuant to the terms of Licensor's Order Form.
- 1.2. **"Data Feed"** means such social media communications, web sites, news outlets, and other publicly and/or commercially available data feeds as Babel Street may provide through Babel DaaS to its customers generally, as such Data Feeds may be modified from time to time in Babel Street's sole discretion. For avoidance of doubt, Data Feeds are provided and accessible through, but are not part of, Babel DaaS itself, and do not include Third-Party Data.
- 1.3. **"Third-Party Data"** means (a) certain publicly and/or commercially available data, information, records, and/or files that Licensee has the right to use, whether through Babel Street or a third party, that is in a format satisfactory to Babel Street and that Babel Street is able to bring into Babel DaaS, and that may be subject to such additional terms and conditions as are attached to or referenced in the applicable Order Form.

2. **LICENSEE RESPONSIBILITIES**

2.1 **Acknowledgments.** Licensee acknowledges and agrees that:

2.1.1 Babel Street's sole obligation to Licensee in connection with any Third-Party Data to provide the means by which Licensee can create a connection between Babel DaaS and such Third-Party Data;

2.1.2 (a) Babel Street has no control over the availability, accuracy or completeness of contents of any Third-Party Data; (b) the Third-Party Data is provided by parties other than Babel Street and may not be available at any time or when needed, and may be rendered unavailable or terminated in whole or in part at any time without prior notice; (c) the Internet is known to be unpredictable in performance and may, from time to time, impede access to the Third-Party Data, and Babel Street is not and will not be in any way responsible for any such interference with Licensee's access to any Third-Party Data; and (d) exporting Third-Party Data from Babel DaaS, and/or importing Third-Party Data into Babel DaaS may be subject to technical limitations established by Babel Street from time to time and/or other limitations established by the third-party provider as set forth in the applicable Order Form;

2.1.3 All rights and obligations with respect to Third-Party Data shall be governed by the terms and conditions of the agreements provided by the suppliers and/or licensors of such Third-Party Data, to the extent applicable, and, except to the extent prohibited by applicable federal or national laws or regulations, Licensee hereby releases Babel Street from any and all liability and/or responsibility in connection with Third-Party Data, including, but not limited to, in connection with any information, content, or records that may contain personally identifiable information and/or whether any of the foregoing may be accessible via Babel DaaS;

2.1.4 Due to the varied nature of Third-Party Data and Babel Street's inability to attest to the accuracy of Third-Party Data (including any results Licensee may obtain), Third-Party Data may be unsuitable for use in legal or administrative proceedings; and

2.1.5 In accordance with various national privacy and/or data protection laws, including the European Union's General Data Protection Regulation (GDPR), the availability of some Third-Party Data may be limited, and may be subject to additional terms within Babel DaaS, such as use case restrictions.

3. **LICENSEE RESPONSIBILITIES**

3.1 **Compliance.** Licensee represents, warrants, and covenants that:

3.2.1 Licensee's and Authorized Users' use of the Data Feeds and Third-Party Data shall (i) in all cases comply with (i) all applicable federal, state and local and foreign laws, rules, directives and executive orders and regulations as such may be amended from time to time, including, but not limited to, the Privacy Act of 1974 in the United States and any corresponding laws or regulations in Licensee's home country, and (ii) wherever applicable, Babel Street's Privacy Policy;

3.2.2 Licensee and Authorized Users shall comply with any and all terms of use applicable to any and all Data Feeds available through Babel DaaS if Licensee accesses or otherwise uses such content outside of Babel DaaS;

3.2.3 Licensee and Authorized User (i) has all rights, licenses, and/or permissions necessary to access the Third-Party Data through Babel DaaS, and to permit Babel Street to process such Third-Party Data through Babel DaaS, (ii) shall at all times comply with any and all contractual obligations, terms of use, and other usage restrictions and/or limitations applicable to any and all Third-Party Data accessible through Babel DaaS and, (iii) to the extent applicable, has satisfactorily completed all internal legal and privacy reviews and has received appropriate approvals to receive and use the Third-Party Data.

3.1. **Right to Use Third-Party Data.** Babel Street does not claim any ownership rights in any Third-Party Data. However, by requesting that Babel Street make Third-Party Data available through Babel DaaS, Licensee grants Babel Street the nonexclusive, worldwide, transferable right, on a royalty-free basis, to possess, store, use, copy, distribute and process Third-Party Data on Licensee's and Authorized User's behalf to perform Babel Street's obligations in connection with this Agreement, and to sublicense this right to third parties assisting Babel Street in fulfilling Babel Street's obligations hereunder. Licensee represents, warrants and covenants to Babel Street that (a) Licensee has all rights necessary to grant the rights set forth herein, and (b) Babel Street's processing or possession of any Third-Party Data in compliance with the foregoing shall not infringe, misappropriate or otherwise violate any intellectual property rights, or other rights, of any third party. To the extent that any Third-Party Data constitutes personal data under GDPR, Licensee hereby directs Babel Street to process, handle, and store such data only to the extent requested by Licensee, and Authorized User. Babel Street reserves the right, in its sole discretion, at any time, to remove any Third-Party Data that it believes to be in violation of this Agreement. In accordance with the Terms, Licensee further directs Babel Street to process, handle, and store Personal Data made available by Licensee through the Third-Party Data for the purpose of (i) providing Babel DaaS, and (ii) other purposes set out in the Babel Street Privacy Policy, in each case as the same may be limited by any applicable federal or national laws or regulations.

3.2. **Monitoring.** Customer shall conduct Authorized User Monitoring, at its own cost and expense. Such good faith Authorized User Monitoring will include Customer's implied confirmation to Babel

BABEL STREET, INC.
END USER SUBSCRIPTION TERMS
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Street that Customer has no reason to believe that Authorized Users are non-compliant with the authorized use or any applicable regulation. Customer shall promptly suspend providing Babel DaaS (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) to any Authorized User that is found to no longer meet the credentialing and other requirements of an Authorized User. Customer shall also promptly notify Babel Street of the same and cooperate with Babel Street in any decisions pertaining to termination of the Authorized User, re-activation if the issue is cured or curable, or other appropriate remedies on a case-by-case basis. In the event that Customer is providing Babel DaaS (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) to government agencies administering confidential government or law enforcement programs, Customer shall be deemed in compliance with its obligations relating to Authorized User Monitoring if it requests that such agencies certify in writing that they meet the requirements of an Authorized User if Customer has good cause to believe that such a certification is warranted. Upon becoming aware of any noncompliance by an Authorized User with any of the Authorized User requirements under this Agreement, Customer will immediately: (a) suspend the Authorized User's access to Application (or a Customer product or service that incorporates or is derived from and includes Babel DaaS) until this matter has been investigated and remediated; (b) terminate Authorized User's access to Application (including through any Customer product or service that incorporates or is derived from and includes Babel DaaS) if a violation of the law or this Agreement has been confirmed; and (c) to the extent not prohibited under applicable laws, notify Babel Street of both the suspension and/or termination of such Authorized User.

4. NO WARRANTY

4.1. Customer Acknowledgements. Customer acknowledges that: (a) Babel Street has no control over, and cannot independently verify, the accuracy of the information maintained by third-party information sources of the Data Feeds and other data that may be accessible through Babel DaaS; (b) the internet is known to be unpredictable in performance and may, from time to time, impede access to Data Feeds; and (c) certain circumstances may require Babel Street to suspend or terminate, as determined in Babel Street's discretion, Customer's access to and/or use of any Data Feed or any portion thereof without notice, including, but not limited to, in order to comply with the terms of any provider of any Data Feed. Babel Street makes no guaranties, representations or warranties in connection with the Data Feeds and/or Third-Party Data, and expressly disclaims the accuracy, comprehensiveness, currency, availability, and suitability of purpose of information retrieved from or through Babel DaaS, including, but not limited to, Data Feeds and Third-Party Data. Babel Street cannot and does not accept any liability for errors or omissions in the

information provided by third-party information providers, nor does Babel Street accept any liability in connection with any Data Feeds, Third-Party Data, and/or other information, content, or records that may contain personally identifiable information and/or geolocation information. In addition, Licensee acknowledges that some Third-Party Data may have limitations, may not be available to all users, or may require acknowledgement of an approved use case within Babel DaaS.

- 4.2. Disclaimer of Warranties.** ANY AND ALL DATA FEEDS AND THIRD-PARTY DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BABEL STREET DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. BABEL STREET DOES NOT WARRANT THAT ANY DATA FEED OR THIRD-PARTY DATA WILL BE UNINTERRUPTED, ERROR OR DEFECT FREE, OR ALWAYS ACCESSIBLE OR AVAILABLE. BABEL STREET WILL NOT BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY BABEL STREET'S ACTS OR OMISSIONS (WHETHER NEGLIGENT OR OTHERWISE) IN PROCURING, COMPILING, COLLECTING, INTERPRETING, MAPPING, TRANSLATING, REPORTING, COMMUNICATING OR DELIVERING ANY DATA, DATA FEED, THIRD-PARTY DATA, AND/OR OTHER INFORMATION TO LICENSEE IN CONNECTION WITH THIS AGREEMENT.
- 4.3. Hold Harmless.** To the extent not prohibited by the FAR or the Anti-Deficiency Act, Licensee agrees to hold harmless Babel Street, its employees, officers, directors, agents, and affiliates against any and all liability (including damages, recoveries, deficiencies, interest, penalties and reasonable attorney's fees) relating to: (a) Licensee's or any Authorized User's breach of this Exhibit; or (b) Licensee's use of any Data Feeds or Third-Party Data other than in accordance with terms of use applicable to such data, or any intellectual property infringement relating to any other data; or (c) Licensee's use of any Data Feeds or Third-Party Data. If, and only to the extent, this provision is prohibited by the FAR or the Anti-Deficiency Act, this Section shall be of no further force or effect.
- 4.4. Disclaimer of Indemnity.** Notwithstanding the anything to the contrary in the Terms, in no event will Babel Street indemnify Licensee for any claim, demand, action or proceeding in any way related to or in connection with any Data Feed or Third-Party Data.

API - Third-Party Data Addendum (GSA)

Exhibit S

Service Level Agreement

1. **APPLICABILITY.** These Premium Support terms apply to the Services currently branded as the Babel Services purchased by Customer pursuant to an Order Form entered into with Babel Street or an Authorized Partner thereof, and governed by the Babel Street End User Subscription Terms entered into with Babel Street or an Authorized Partner thereof.

2. **DEFINITIONS**

- 2.1. **“Business Hour”** means each hour during a Business Day.
- 2.2. **“Business Day”** means 8:00 a.m. and 6:00 p.m. EST, on a Monday through a Friday, excluding local public holidays.
- 2.3. **“Product”** means any Babel Street offering, as applicable to Customer’s Subscription.
- 2.4. **“EUST”** refers to Babel Street’s End User Subscription Terms.
- 2.5. **“CX”** refers to Babel Street’s Customer Experience Team.

3. **SEVERITY DEFINITION TABLE**

Severity Level	Description
S1	System Outage. Production system outage. This includes the following scenarios: <ul style="list-style-type: none"> • Product in production environment is unusable and is severely impacting other critical business functions, and no workaround is available. • Outage of Products is leading to service interruptions to production versions of APIs exposed on the platform.
S2	Key Functionality Impaired; No Workaround. The reported issue affects key functionality and/or causes some performance degradation, and no workaround is available. Other product features are still functional.
S3	Moderate Impact with Workaround. Issue has moderate or minor impact on usage, and product remains functional. This category may include provisioning/change management requests, enhancement requests, common how-to questions, and any product issues with a viable workaround.
S4	Minor Impact. Includes minor, cosmetic, or documentation-related issues, and enhancement requests that are not time-sensitive. There is no impact on the product’s existing features.
S5	Other Support. Includes training, questions regarding use and other related questions.

4. **SERVICE LEVELS**

4.1. During the Subscription Term, Babel Street shall provide Customer with Service Levels consisting of the following: Customer must be able to access the Babel Street platform or feed at the time of Service.

Support Category	Silver	Gold	Platinum
Administrative	Admin Support (CX)	Admin Support (CX)	Admin Support (CX)
Onboarding	Onboarding (First 30 days) (CX)	Onboarding (First 30 days) (CX)	Onboarding (First 30 days) (CX)
Training	Online through Babel University (CX)	Online through Babel University (CX)	Online through Babel University (CX)
Enhanced Feedback	Per EUST terms	Per EUST terms	Customer advisory board membership (influence roadmap)
Solutions Engineering Support*	Not available	Dedicated Solutions Engineer (virtual)	Dedicated team of Solutions Engineers (virtual)
Specialized Training	Not available	Training (virtual)	Training (virtual)
Support Services Review	Not available	Quarterly review platform review	Quarterly review platform review
Custom Collections and Dashboards**	Not available	Requires coordination with Solutions Engineer	Requires coordination with Solutions Engineer
Onsite Support	Not available	Not available	Onsite training/consultation – 2 business days, once per year***

* Solutions Engineering Support is limited to consultation or training relating to the Application and specifically excludes (i) monitoring searches on behalf of Customer and (ii) making any representations as to the veracity of information obtained through the Application, for which Customer is solely responsible.

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*** Monthly Review of Custom Collections and Dashboards – We will assist in creating custom collections and dashboards for your specific use cases to support your mission needs. These custom collections will consist of data sources and key words that your team deems most relevant. In addition to creating these collections, Babel Street will coordinate closely with analysts to provide monthly activity reviews on current trends and analytics for topics and locations of interest. Once each month, the Babel Street and the customer team will review the custom collections that were created based on the customers’ needs, and make limited updates (10-15 keywords, 10-15 sources, one search template) to ensure the searches continue to capture the most relevant and current topics of interest.*

**** Onsite training/consultation shall not exceed 8 hours per day and shall be held during normal business hours at the Customer's location. Unless specifically waived in writing by Babel Street, such training must be requested no less than 30 days in advance and is subject to the availability of qualified Babel Street staff to travel to the Customer's location.*

5. BABEL STREET SUPPORT HOURS

5.1. For all S5 support Babel Street will provide Customer with an initial Response to each inquiry in accordance with the table below. Babel Street will use commercially reasonable efforts to promptly resolve each incident in accordance with the terms of the Babel Street EUST. Actual response time will depend on the nature of the inquiry and the appropriate response. A resolution may consist of any solution in Babel Street’s reasonable determination.

Technical Support	Silver	Gold	Platinum
Support Hours	S1 – S5: 8x5 Business Hours	S1 – S5: 8x5 Business Hours	S1 – S5: 8x5 Business Hours
Response Time	S1 – S5: 2 Business Days	S1 – S5: 1 Business Day	S1 – S5: 4 Business Hours

5.2. Upon receipt of notice of an issue, Babel Street shall assign appropriate technical personnel to the issue and provide Customer with acknowledgment that it has received such issue notice (such actions together, a “Response”). Babel Street will provide Customer with a Response to each incident in accordance with the table above. Babel Street will use commercially reasonable efforts to promptly resolve each incident in accordance with the terms of the Babel Street EUST. Actual resolution time will depend on the nature of the incident and the resolution. A resolution may consist of a fix, workaround, or other solution in Babel Street’s reasonable determination.

6. **ISSUE DESIGNATION.** Babel Street’s CX personnel will (a) verify Customer reported issues, provided that the issues can be reproduced and (b) determine the severity of the support request and whether the support request is a Severity Level S1 issue, a Severity Level S2 issue, a Severity Level S3 issue, a Severity Level S4 issue or other support and/or not an issue which is designated as S5.

7. **CONDITIONS FOR PROVIDING SUPPORT.** Babel Street’s obligation to provide Support is conditioned upon the following: (a) Customer makes reasonable efforts to incorporate the provided solution or correct the Error after consulting with Babel Street; (b) Customer provides Babel Street with sufficient information and resources to respond to the inquiry and/or correct the Error either at Babel Street’s customer support center or via remote access to Customer’s site, as well as access to the personnel, hardware, and any additional software involved in bringing the inquiry and/or discovering the issue; and (c) Customer procures, installs and maintains all equipment, telephone lines, communication interfaces and other hardware necessary to operate the Product.

8. **PRODUCT EXCLUSIONS.** The following are excluded from Babel Street Support and Maintenance obligations: (i) Software or Products that are used on or in conjunction with hardware or software other than as specified in the Order Form; (ii) altered or modified Products, unless altered or modified by Babel Street; (iii) defects in the Products due to accident, hardware malfunction, abuse or improper use; (iv) any version of the Products for which Support and Maintenance services have been discontinued by Babel Street; (v) any issues caused by third party software not licensed through Babel Street; (vi) evaluation/trial Products or other; and (vii) Third Party Solutions Components.



Privacy Policy

Last Updated: July 16, 2021

Babel Street® Inc. was founded on the importance of understanding data and we value the trust our customers, our partners and our website visitors place in us. The responsible use and protection of personal and confidential information under our care is a core value of Babel Street, Inc. (“**Babel Street**”). Therefore, we want you to be familiar with how we handle information relating to you as an individual, known as personal information.

This Policy describes our practices for the information we collect, use and disclose, with a separate section which describes our customers’ use of the Babel Street products.

We gather information through the ways listed below:

- our website located at www.babelstreet.com
- the products available through our analytics platform (our “Products”) described at www.babelstreet.com/platform, which includes our mobile application
- our LinkedIn page located at www.linkedin.com/company/babel-street
- our Twitter accounts, which include @Babel4business and @Babelknowledge
- our corporate events, such as technology conferences, networking events, tradeshow or trainings

About Our Products

The mission of our company is to help our customers retrieve and make sense of large volumes of relevant publicly and commercially available information without the limits of language or origin. Our customers direct their informational queries using the Babel Street Software as a Service (SaaS) platform and decide what information they are interested in and which data sources they would like to search.

Types of Information We Collect

Babel Street collects information about visitors to our website and/or corporate events, potential and current customers, suppliers, or partners in connection with our Products, or when you otherwise interact with us. This can include:

- 1. Information voluntarily provided to us by website visitors, customers, suppliers, partners, event participants and other individuals, such as:**
 - contact details, including name, address, company name, email and telephone number
 - account information, if applicable
 - comments on our LinkedIn postings or Tweets
 - financial and transaction data, including purchase history, payment and billing information
 - information given to us by customers and other individuals, such as referrals or other contacts

2. Information required to operate our business or information provided during use of our Products, such as:

- information necessary to register and secure customer accounts, including a username (Babel Street customers may designate any username they choose during the process of onboarding to the Babel Street platform; therefore, no personal information is required to be included in the username)
- other information relating to your interactions with Babel Street, including requests for customer or sales support, feedback, and payment for the purchase of our Products
- information provided when you visit our website or any of our offices, or attend a Babel Street technology event

3. Usage, analytics and navigational information, such as:

- clickstream information, such as which search engines our website visitors use most frequently
- uses of our software and the frequency of customer interactions with content within our platform
- IP address, which is only collected from customers upon logging in to the Babel Street platform
- general information logged through use of our mobile application after an error occurs, such as operating system type and version, device brand and device year

To the extent information that we collect, receive or use for our business purposes is information which relates to an identified or identifiable individual in the European Economic Area (“EEA”), we will treat such information as personal information as required by applicable law.

When you become a Babel Street customer, your use of the Products is subject to Babel Street’s subscription terms and conditions. If you do not want to share the necessary information to process a business transaction with us or if you do not accept the applicable terms, you will not be allowed to access our Products.

How We Use Information

We use personal information for our legitimate business purposes including:

1. Providing our Products:

- arranging access to our Products
- creating and administering accounts
- fulfilling and recording transactions

We engage in these activities to manage our contractual relationship with you, with your consent, where we have a legal obligation or authorization (such as a public interest) to do so, and/or where we have a legitimate interest.

2. Product improvement:

- to better understand our customers and their Product interactions and uses so that we can improve and enhance our offerings
- to maintain, develop and market our Products

We engage in these activities where we have a legitimate interest to do so.

3. Product and customer support:

- to resolve customer issues or answer customer questions
- to inform and communicate with customers about improvements or updates to our Products, features and terms
- to provide general customer support

We engage in these activities to manage our contractual relationship with you or where we have a legitimate interest to do so.

4. Accomplishing our business purposes:

- for accounting, bookkeeping and audits, to verify that our internal processes function as intended and are compliant with legal, tax, regulatory or contractual requirements
- for website administration, analytics and the security of our Products
- to improve the safety and reliability of our Products
- for fraud and security monitoring purposes, and to address technical issues, for example, to detect and prevent cyberattacks
- to prepare or execute a business transaction, such as an investment, reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings) (“**Business Transaction**”)
- to protect our rights and to defend against lawsuits
- to meet our legal duties, such as requests from public and government authorities

We engage in these activities where we have a legal obligation or authorization and/or legitimate interest to do so.

5. To deliver marketing content and enable social sharing:

- to deliver marketing communications and content with information about our Products and our company
- to facilitate a social sharing functionality that you may choose to use

If you are not a current customer, but you have reached out to us in the past, or we have received your personal information through a technology event or other avenue, we may use your information to inform you about our Products or future events we will be hosting or attending. If you are located in the EU, we will obtain your consent before sending these types of communications.

If you do not wish to receive such material, or have specific contact preferences, please contact us at info@babelstreet.com. Please note that if you are a current customer and opt-out of receiving marketing-related messages from us, we may still send you important administrative messages related to your account, from which you cannot opt-out.

We engage in these activities with your consent or where we have a legitimate interest to do.

6. Participation in our events:

We use your information when you choose to attend our corporate events, such as technology conferences, networking events, tradeshow or trainings.

We engage in these activities to manage our contractual relationship with you or where we have a legitimate interest.

7. Aggregating and/or anonymizing:

We may aggregate and/or anonymize information so that it will no longer relate to an identified or identifiable individual. We do so to generate other data for our use, which we may use for any business purpose.

We engage in these activities where we have a legitimate interest.

When We Disclose Information

We disclose information in the following situations:

- **To our third-party service providers, to facilitate services they provide to us:** These include providers of services such as data hosting, payment processing, information technology and related infrastructure provision, email delivery, auditing, and other services.
- **To a dedicated organization Administrator:** If you are a customer of Babel Street and your organization has dedicated an Administrator of the Babel Street account, that individual may have access to some of your information, such as your username and the details of your use of our Products.
- **To comply with applicable laws and regulations or to cooperate with government authorities, including law enforcement:** To respond to a legal or administrative request or order, or to provide information we believe is important. This can include authorities outside your country of residence.
- **For other legal reasons:** To enforce our terms and conditions or to protect our rights, privacy, safety or property, and/or that of our affiliates, employees, customers or others.
- **In connection with a Business Transaction:** We have a legitimate interest in disclosing or transferring your Personal Information to a third party in the event of a Business Transaction. Such third parties may include, for example, investors in Babel Street or an acquiring organization and its advisors.

Information Which May Be Collected by Customers

The Babel Street Products make a variety of publicly and commercially available data sources and search tools available to customers, who then decide which sources to search. Babel Street's customers actively design, select and initiate searches of publicly and commercially available information based on the purposes relevant to their organizations' goals and missions, and subject to any legal requirements applicable to them. Babel Street is not a bulk data provider. It acts at the customer's direction, and the customer determines whether and how to process, retain, and delete any data (which may or may not include personal data) that it retrieves through its searches.

Therefore, distinct from any information that is collected by Babel Street for its own business purposes, customers can retrieve other information through their use of Babel Street Products, such as:

- information from publicly and commercially available data sources, including: news outlets, blogs, message boards, consumer sites, social media platforms, and traditional web or deep and dark web searches

- other information which customers may choose to search for using our Products, including identification and background information, interactions through online platforms, interests, professional and personal data, posts and user sentiment

Any data collected by customers will be dependent on the nature of information available in the online universe at the time of the search, along with the data sources selected by the customer and the design of the customer's search.

If a Babel Street customer searches for personal data in connection with his or her organization's use of the Babel Street Products, the customer contractually represents to Babel Street that his or her organization has the authority to conduct such searches and retrieve any associated data.

Security

No method of transferring data over the internet or system of data storage can be guaranteed to be 100% secure. However, Babel Street follows industry standard security protocols and employs a variety of appropriate technical and organizational security measures designed to ensure the security of our Products. Specifically, Babel Street has registered its status as compliant with the U.S. DoD Supplier Performance Risk System for NIST 800-171, a leading set of standards for information security in the SaaS realm.

Your Rights

If you would like to request to review, correct, restrict or delete personal information that you have previously provided to us, object to the processing of personal information, or if you would like to request to receive an electronic copy of your personal information, you may contact us by sending an email to privacy@babelstreet.com. We will respond to your request consistent with applicable law.

In your request, please make clear to what personal information your request relates. For your protection, we may only implement requests with respect to the personal information associated with the particular email address that you use to send us your request, and we may need to verify your identity before executing your request. We will try to comply with your request as soon as reasonably practicable. Please note that we may need to retain certain information for recordkeeping purposes and/or to complete transactions initiated prior to the request.

Additional information for the EEA: you may lodge a complaint with a data protection authority for your country or region or where an alleged infringement of applicable data protection law occurs. A list of data protection authorities is available at http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

Retention

We retain personal information for as long as needed or permitted in light of the purpose(s) for which it was obtained and consistent with applicable law. The criteria used to determine our retention periods include:

- The length of time we are providing our Services to a customer, or as the customer instructs
- Whether there is a legal or tax obligation to which we are subject (for example, certain laws require us to keep records of transactions for specific time periods before we can delete them)
- Whether retention is advisable in light of our legal position (such as in regard to applicable statutes of limitations, litigation or regulatory investigations)

Cookies

Like most websites today, we use cookies on our website. Cookies are small files that a web server transfers to an individual's computer for functionality and recordkeeping purposes while visiting that site. We use cookies to improve your user experience and the overall quality of our site, and to facilitate your ongoing access to and use of our site, among other things. Cookies may also convey information to us about how frequently you access our site and our Products and allow us to evaluate usage over time. You can view and manage cookies in your browser, including blocking and deleting cookies, though browsers for mobile devices might not offer this visibility.

Babel Street has a legitimate interest in understanding how customers and potential customers use our website. This information assists us with providing more relevant products and features, communicating value to our customers and providing appropriate staffing and resources to meet our customers' needs.

We use several types of cookies on our website:

- **Analytics-** These cookies collect information about the usage of our website and related statistics on how users interact with our site.
- **Performance-** These cookies help us understand and improve how the website and our Products perform. Specifically, these cookies allow us to gather data on technical errors, collect information so we can analyze load balancing on our site, confirm that users can stay logged in to our Products and continually ensure that our site remains up and running for our customers and partners.
- **Security-** These cookies process information to help us secure our Products, as well as detect fraud and abuse.

Links to Other Web Sites

This website and Babel Street's Products may contain links, references or make calls to other websites. Please be aware that we are not responsible for the privacy practices of other websites and this Policy does not apply to any other sites. We encourage you to refer to the privacy policy of any website you visit if you have questions.

Sensitive Information

We ask that you not send us, and you do not disclose, any sensitive information (e.g., social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) through communications with us or use of our Products.

Cross-border Transfers

Your personal information may be stored and processed in locations where we have facilities or in which we engage service providers, and, by using and interacting with the Babel Street Products, you understand that your personal information may be transferred to countries outside of your country of residence, including the United States, which may have data protection rules that are different from those of your country. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries may be entitled to access your personal information.

Some of the non-EEA countries are recognized by the European Commission as providing an adequate level of data protection according to EEA standards (the full list of these countries is available [here](#)). For transfers from the EEA to countries not considered adequate by the European Commission, we design our Products and terms so that adequate measures are in place, such as



standard contractual clauses adopted by the European Commission to protect your personal information. You may obtain a copy of these measures by following this [link](#) or by contacting us as described in the ‘Contact Us’ section below.

California Residents

Under the California Consumer Privacy Act (CCPA), Babel Street operates as a service provider to our customers. Babel Street’s customers determine which of our Products are best suited to their specific needs and goals, and we provide such Products at our customers’ direction. This Policy does not apply or extend to our customers’ uses of our Products. If you are a current customer and have questions about this topic, please contact privacy@babelstreet.com.

Children’s Privacy

Due to the nature of our business, Babel Street’s website and Services are intended for use strictly by adults. We do not knowingly solicit or collect any personal information from children.

Changes to this Policy

We reserve the right to update or amend this Policy. The “Last Updated” date at the top of this Policy indicates when the Policy was last revised.

Contact Us

If you have any questions about this Policy or the privacy practices of Babel Street, please contact us at privacy@babelstreet.com:

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