

DATA PROCESSING ADDENDUM

Last Updated: September 17, 2025

This Data Processing Addendum (the “**DPA**”) forms part of the agreement (the “**Agreement**”) between **SocialTrendly, Inc. dba Blackbird.AI (“Blackbird”)** and the applicable customer entity or Agency (“**Customer**”) regarding Blackbird’s services.

The DPA governs how Blackbird processes Customer Personal Data in connection with:

1. Blackbird’s proprietary cloud-based platform and AI applications for aggregating and interpreting data and generating insights; and/or
2. Blackbird’s professional or consulting services.

If Blackbird processes any Customer Personal Data in the course of providing the Services, such processing will be subject to this DPA. In the event of any conflict between the Agreement and this DPA, the terms of this DPA will control solely with respect to the processing of Customer Personal Data.

1. BACKGROUND

- 1.1. Duties as a Processor. When providing the Services to the Customer, Blackbird will act as a Processor or Subprocessor (in circumstances in which Customer is acting as the Processor) of Customer Personal Data, and Blackbird undertakes to Process Customer Personal Data on behalf of the Customer in accordance with the Agreement, this DPA and the documented instructions of the Customer, including Annex 1 attached hereto. The Processing will be performed exclusively within the framework of the Agreement and this DPA or as otherwise required by applicable Data Privacy Laws. Except as required by applicable Data Privacy Laws, Blackbird shall not use the Customer Personal Data for any purpose other than as specified in the Agreement and this DPA. The Customer will inform Blackbird of any such purposes which may be prohibited by applicable Data Privacy Laws. All Customer Personal Data that is Processed on behalf of the Customer shall remain the property of the Customer and/or the applicable Data Subjects.
- 1.2. Duties as a Controller. When Blackbird Processes Customer Personal Data subject to applicable Data Privacy Laws for business operations incident to providing the Services to the Customer (for example, to create de-identified data sets or to communicate with the Customer about Blackbird products and services in which the Customer may be interested), Blackbird will act as a Controller of Customer Personal Data, as specified in greater detail below in Section 5 of this DPA.

2. APPLICABILITY OF THIS DPA

- 2.1. The following sections apply when Blackbird is acting as a Processor or Subprocessor of Customer Personal Data: (i) Section 1.1 (Duties as a Processor); (ii) Section 4 (Data Processing (Processor)); (iii) Section 6 (Transfers of Personal Data); (iv) Section 7.1(ii)-(viii), 7.2, 7.3 and 7.4 (International Transfers); (v) Section 8 (Data Security, Audits and Security Notifications); (vi) Section 10 (Data Protection Impact Assessment and Prior Consultation); and (vii) Section 11 (Termination).
- 2.2. The following sections apply when Blackbird is a Controller of Customer Personal Data: (i) Section 1.2 (Duties as a Controller); (ii) Section 5 (Data Processing (Controller)); and (iii) Section 7.1(i), 7.2, 7.3, and 7.4 (International Transfers).

3. DEFINITIONS

- 3.1. The following capitalized terms used in this DPA shall be defined as follows:
 - 3.1.1. “**Controller**” shall mean (i) a “controller” as that term is defined by the GDPR, (ii) a “business” as that term is defined by the CCPA, and/or (iii) any equivalent term under other Data Privacy Laws.
 - 3.1.2. “**Customer Personal Data**” means (i) “personal data” as defined in the GDPR, (ii) “personal information” as defined in the CCPA, and/or (iii) any equivalent term as defined in applicable Data Privacy Laws, all as further described in Annex 1 to this DPA, that, in each case, Blackbird collects from the Customer or that the Customer submits to the Services, including without limitation when such collection or submission occurs in situations where Customer is acting as a Processor.
 - 3.1.3. “**Data Privacy Laws**” means (i) the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (“**GDPR**”), as well as any applicable national implementing legislation; (ii) the Data Protection Act 2018 and the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom’s European Union (Withdrawal) Act 2018 (the “**UK GDPR**”); (iii) the Swiss Federal Data Protection Act (“**Swiss Data Protection Act**”); (iv) United States state privacy and data protection laws, including the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, the “**CCPA**”); and (v) any other data privacy or data protection laws that are presently applicable or may in the future become applicable to Customer and/or Customer Personal Data, together with their implementing and/or interpretive regulations, each of the foregoing as they may be amended, replaced or superseded from time to time.
 - 3.1.4. “**Data Subject**” has the meaning given in the GDPR, and shall also include “consumers” as defined by the CCPA, as well as other equivalent terms under applicable Data Privacy Laws.
 - 3.1.5. “**European Economic Area**” or “**EEA**” means the Member States of the European Union and Switzerland.
 - 3.1.6. “**Processing**”, “**Process**” or “**Processes**” has the meaning given in the GDPR or the equivalent term under other applicable Data Privacy Laws.
 - 3.1.7. “**Processor**” shall mean (i) a “processor” as that term is defined by the GDPR, (ii) a “service provider” as that term is defined by the CCPA, and/or (iii) any equivalent term under other applicable Data Privacy Laws.
 - 3.1.8. “**Security Breach**” means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, any Customer Personal Data.
 - 3.1.9. “**Subprocessor**” means any Processor engaged by Blackbird to whom Blackbird discloses Customer Personal Data, or, if the context clearly dictates, Blackbird when it Processes Customer Personal Data on behalf of another Processor.

3.1.10. **"Supervisory Authority"** has the meaning given in the GDPR or the equivalent term under other applicable Data Privacy Laws. Without limiting the foregoing, "Supervisory Authority" includes the California Privacy Protection Agency.

4. DATA PROCESSING (PROCESSOR)

- 4.1. Instructions for Data Processing. Blackbird will only Process Customer Personal Data in accordance with Customer's written instructions. Except as may be otherwise required by applicable Data Privacy Laws, the Agreement, including all addendums thereto, and this DPA shall be Customer's sole, complete, and final instructions to Blackbird in relation to the processing of Customer Personal Data. To the extent applicable Data Privacy Laws permit Customer to provide supplemental Processing instructions to Blackbird, Blackbird reserves the right to make corresponding reasonable adjustments to its fee schedule and/or to charge reasonable administrative fees commensurate with the costs of any new required Processing activities.
- 4.2. Processing of Customer Personal Data outside the scope of this DPA or the Agreement will require prior express written agreement between Blackbird and Customer, setting forth additional instructions for such Processing. Without limiting the foregoing, Blackbird agrees that it will not "sell" Customer Personal Data within the meaning of applicable Data Privacy Laws, or "share" Customer Personal Data within the meaning of the CCPA. Where required by Data Privacy Laws, Blackbird also will not combine Customer Personal Data with other personally identifiable information it receives from or on behalf of others or in its own capacity, except as permitted by such Data Privacy Laws.
- 4.3. Lawful Basis. Customer hereby represents and warrants to Blackbird that Customer has obtained all necessary consents, or established an alternative lawful basis or bases, for the Processing of Customer Personal Data by Blackbird in accordance with the Agreement and this DPA. Customer will furnish reasonable documentation evidencing the lawful basis or bases for Blackbird's Processing as may be reasonably requested by Blackbird from time to time.
- 4.4. Special Categories of Customer Personal Data. Customer hereby represents and warrants to Blackbird that Customer will not, without Blackbird's prior written consent, provide Blackbird with any "special categories" data, as defined in GDPR, or any sensitive personal information (or any equivalent term), as defined in any applicable Data Privacy Laws.

5. DATA PROCESSING (CONTROLLER)

- 5.1. To the extent Blackbird uses or otherwise Processes Customer Personal Data subject to applicable Data Privacy Laws for business operations incident to providing the Services to Customer, including, but not limited to, communicating with Customer's employees regarding Blackbird's products and service offerings, Blackbird will comply with the obligations of a Controller under applicable Data Privacy Laws for such use. Without limiting Blackbird's obligations as a Controller under other applicable Data Privacy Laws, Blackbird is accepting the added responsibilities of a Controller under GDPR for such Processing to: (a) act consistent with regulatory requirements, to the extent required under GDPR; and (b) provide increased transparency to the Customer and confirm Blackbird's accountability for such Processing. Blackbird employs safeguards to protect Customer Personal Data in such Processing, including those identified in Section 7 of this DPA and those contemplated in Article 6(4) of the GDPR.

6. TRANSFER OF PERSONAL DATA

- 6.1. Authorized Subprocessors. Customer hereby consents and agrees to Blackbird's engagement of Subprocessors to Process Customer Personal Data, including, without limitation, Blackbird's engagement of the Subprocessors to be provided separately. Upon Customer's reasonable written request, Blackbird shall provide Customer with a list of any additional Subprocessors currently engaged by Blackbird.
- 6.2. Blackbird shall notify Customer from time to time of the identity of any new Subprocessors engaged by Blackbird following the Effective Date. Such notice may be provided by Blackbird via email or by providing Customer with a link to a webpage containing updated information regarding Blackbird's Subprocessors. If Customer (acting reasonably) objects to a new Subprocessor on grounds related to the protection of Customer Personal Data only, then without prejudice to any right to terminate the Agreement, Customer may request that Blackbird move the Customer Personal Data to another Subprocessor and Blackbird shall, if possible within a reasonable time following receipt of such request, use reasonable measures to accommodate such request. If it is not reasonably possible to use another Subprocessor, and Customer continues to object for a legitimate reason relating to protection of Customer Personal Data, either party may terminate the Agreement without additional liability on thirty (30) days' written notice. If Customer does not object within thirty (30) days of the date of Blackbird's notice, Customer will be deemed to have accepted the new Subprocessor.
- 6.3. Liability of Subprocessors. Blackbird will be liable to Customer for the acts and omissions of any Subprocessor with respect to the Processing of Customer Personal Data to the same nature and extent that Blackbird is liable to Customer for its own acts and omissions hereunder and under the Agreement.

7. INTERNATIONAL TRANSFERS.

- 7.1. Standard Contractual Clauses. Where adequate safeguards are required under GDPR with respect to the transfer of Customer Personal Data to Blackbird in a third country, the most recent standard contractual clauses for the transfer of personal data to third countries (module two – transfer controller to processor), as approved by the European Commission (the "SCCs") shall be deemed to be adopted and incorporated into this DPA as the basis for any such international transfers contemplated under this Section 7.1, and shall be completed as follows: (i) Module One (controller to controller transfers) shall apply when Blackbird is the Controller of Customer Personal Data; (ii) Module Two (controller to processor transfers) shall apply when Blackbird acts as the Processor of Personal Data; (iii) Module Three (processor to processor transfers) shall apply when Blackbird is the Subprocessor of Customer Personal Data and the Customer is the Processor of Customer Personal Data; (iv) in Clause 7, the optional docketing clause will apply; (v) in Module Two (controller to processor transfers) and Module Three (processor to processor transfers), in Clause 9, Option 2 (General Written Authorisation) will apply, and the time period for prior notice of new Subprocessors shall be as set forth in

Section 6.2 of this DPA; (vi) in Clause 11, the optional language will not apply; (vii) in Clause 17, Option 1 will apply, and the SCCs will be governed by Irish law; in Clause 18(b), disputes shall be resolved before the courts of Ireland; (viii) and Annex I and Annex II of the SCCs shall be deemed completed with the information set forth in Annex I and Annex II to this DPA.

7.2. Swiss Data Protection Act. Where adequate safeguards are required under the Swiss Data Protection Act with respect to the transfer of Customer Personal Data to Blackbird in a third country, the SCCs shall apply, with the following modifications: (a) any references in the SCCs to "Directive 95/46/EC" or "Regulation (EU) 2016/679" shall be interpreted as references to the Swiss Federal Act on Data Protection ("**FADP**"); (b) references to "EU", "Union", "Member State" and "Member State law" shall be interpreted as references to Switzerland and Swiss law, as the case may be; and (c) references to the "competent supervisory authority" and "competent courts" shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner and competent courts in Switzerland.

7.3. UK Addendum. Where adequate safeguards are required under UK GDPR with respect to the transfer of Customer Personal Data to Blackbird in a third country, the SCCs, along with the International Transfer Addendum or Addendum to the SCCs for international data transfers issued under Section 119A of the Data Protection Act 2018 and approved by UK Parliament on 21 March 2022 (the "**UK Addendum**"), shall be deemed to be adopted and incorporated into this DPA as the basis for any such international transfers contemplated under this Section 7.3.

7.4. Conflicts. In the event of any conflict between the terms of this DPA, on the one hand, and the SCCs or the UK Addendum, on the other hand, the SCCs or the UK Addendum (as applicable) shall control.

8. DATA SECURITY, AUDITS AND SECURITY NOTIFICATIONS

8.1. Blackbird Security Obligations. 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, Blackbird will implement such appropriate technical and organizational measures as are required by applicable Data Privacy Laws that are designed to ensure a level of security appropriate to such risk, including the measures set out in Annex 2. Blackbird does not guarantee that such technical and organizational measures are effective under all circumstances.

8.2. Customer will only make Customer Personal Data available to Blackbird if it is assured that the necessary technical and organizational measures have been taken.

8.3. Upon Customer's reasonable request, Blackbird will disclose information reasonably necessary to demonstrate Blackbird's compliance with this DPA.

8.4. Security Breach Notification. If Blackbird becomes aware of a Security Breach affecting Customer Personal Data in its possession or control, or receives notice of such Security Breach from one of its Subprocessors, Blackbird will without undue delay notify Customer of the Security Breach after becoming aware of such Security Breach. In the event of a Security Breach, Blackbird will (a) make available to Customer details of the Security Breach that are reasonably available to Blackbird, (b) except as otherwise required by applicable law or regulation, not inform any data subject or governmental authority of a Security Breach without Customer's prior consent, (c) provide Customer with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, and remediate the effects of the Security Breach in accordance with the remediation plan, and (d) reasonably assist Customer in investigating and remediating the Security Breach. Except as may otherwise be required by applicable laws, the foregoing obligations described in this Section 8.4 shall constitute Customer's sole and exclusive remedy, and Blackbird's sole liability, in the event of any Security Breach.

8.5. Customer Employees and Personnel. Blackbird will treat the Customer Personal Data as confidential, and shall ensure that any Blackbird employees or other personnel with access to the Customer Personal Data have agreed in writing to protect the confidentiality and security of Customer Personal Data.

8.6. Audits. Blackbird will, upon Customer's reasonable advance written request, allow for and contribute to audits, including inspections, of those books and records reasonably necessary and relevant to verify Blackbird's compliance with this DPA, conducted by Customer (or a third party on Customer's behalf) provided that (i) Blackbird is given a minimum of thirty (30) days' advance written notice of such audit, and such audits or inspections (ii) are not conducted more than once per year (unless requested by a Supervisory Authority), (iii) are conducted only during Blackbird's normal business hours, and (iv) are conducted in a manner that causes minimal disruption to Blackbird's operations and business. For clarity, all audits and inspections will be conducted without access to Blackbird's site or any data center or systems maintained by or on behalf of Blackbird. Customer agrees that all information, documents, and other materials collected during the course of any audits or inspections constitutes Confidential Information of Blackbird, and may not be used for any purpose other than to verify Blackbird's compliance with this DPA. Customer further agrees that audits under the SCCs and UK Addendum will be conducted in accordance with this Section 8.6.

9. ACCESS REQUESTS AND DATA SUBJECT RIGHTS

9.1. Government Disclosure. Blackbird will promptly notify Customer of any request for the disclosure of Customer Personal Data by a governmental or regulatory body or law enforcement authority (including any Supervisory Authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

9.2. Data Subject Rights. Customer shall ensure that the Data Subjects can avail themselves of their rights under applicable Data Privacy Laws, with the reasonable assistance of Blackbird as required by such Data Privacy Laws and as described in this Section 9.2. Where applicable, and taking into account the nature of the Processing, Blackbird will use reasonable endeavors to assist Customer by implementing appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfilment of Customer's obligation to respond to requests by Data Subjects to exercise their rights under applicable Data Privacy Laws. Where permitted by applicable Data Privacy Laws, as to requests by Data Subjects made directly to Blackbird relating to Customer Personal Data in Blackbird's possession, Blackbird will notify Customer (email sufficing) and may inform the Data Subject that the request cannot be acted upon because the request has been sent to a Processor.

10. DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

10.1. To the extent required under applicable Data Privacy Laws, upon Customer's reasonable request, Blackbird will provide Customer with reasonably relevant information to enable Customer to carry out data protection impact assessments, transfer assessments, or prior consultations with any Supervisory Authority, in each case solely in relation to Blackbird's Processing of Customer Personal Data and taking into account the nature of the Processing and information available to Blackbird; provided, however, that where Customer requests assistance of any type that (i) is unnecessary, (ii) is not required of a Processor under applicable Data Privacy Laws, or (iii) is highly burdensome or costly, Blackbird may charge a reasonable administrative fee as a condition to providing such assistance.

11. TERMINATION

11.1. Deletion of data. Except as otherwise set forth in the Agreement, and subject to Section 11.2 below, Blackbird will, at Customer's direction within ninety (90) days of the date of termination of the Agreement: delete and use all reasonable efforts to delete and/or procure the deletion of Customer Personal Data Processed by Blackbird or any of its Subprocessors; or return a complete copy of all Customer Personal Data by secure file transfer in a mutually-agreed method and format. This DPA will automatically terminate on any termination or expiration of the Agreement, provided that any provisions of this DPA which, by their nature, are intended to survive termination or expiration of the Agreement, shall do so.

11.2. Blackbird and its Subprocessors may retain Customer Personal Data to the extent required by any applicable laws. Any retained Customer Personal Data shall continue to be subject to this DPA.

DETAILS OF THE PROCESSING:

A. Parties

Information about the **Customer** and **Blackbird.ai** (including names, addresses, and contacts) will be specified in the applicable **Order Form, Statement of Work, or similar agreement**.

- **Customer Role:** Data Controller
- **Blackbird.ai Role:** Data Processor

B. Description of the Transfer

- **Data Subjects:** Customer's officers, directors, employees, and contractors who use the Services or help administer the Agreement.
- **Categories of Data:** Email addresses, usernames, and passwords of Customer personnel authorized to access the Services.
- **Frequency:** Continuous during the term of the Agreement.
- **Nature of Processing:** Transmitting, collecting, analyzing, and storing Customer Personal Data to provide and support the Services, along with related business operations.
- **Purpose:** Delivery and administration of Services under the Agreement.
- **Retention:** As set forth in Section 11 of the DPA.
- **Subprocessors:** As described in Section 6 of the DPA.

C. Competent Supervisory Authority

As set forth in Section 7.1 of the DPA.

TECHNICAL AND ORGANIZATION SECURITY MEASURES

Introduction

Blackbird maintains internal policies and procedures, and/or ensures that Blackbird's Subprocessors do so, which are designed to:

- secure any Customer Personal Data against accidental or unlawful loss, access or disclosure;
- identify reasonably foreseeable and internal risks to security and unauthorized access to the Customer Personal Data;
- minimize security risks, including through risk assessment and regular testing.

Blackbird will conduct periodic reviews of the security of its network and the adequacy of its information security program as measured against security standards in Blackbird's industry, and will use reasonable efforts to ensure that its Subprocessors do so as well.

Blackbird will periodically evaluate the security of its systems to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews, and will use reasonable efforts to ensure that its Subprocessors do so as well.

Access controls

Security layers will be employed to protect against unauthorized access to systems and Customer Personal Data. These will include the principle of least privilege and the use of strong passwords in accordance with Blackbird's information security policy.

Availability and back-up of Customer Personal Data

Backup copies of Customer Personal Data are created on a periodic basis to minimize risk and ensure the continued operation of the Services in the event of a man made or natural disaster. Backup copies will be encrypted both in transit and at rest. Backup copies will be treated as equally confidential and require equivalent security measures as applied to live Customer Personal Data.

Disposal of IT equipment

For Blackbird hardware, all computer equipment will be gathered from employees upon termination from Blackbird. Computer equipment will be wiped clean of data and re-purposed or destroyed such that data on the device is rendered unrecoverable. When hosted infrastructure is utilized, Blackbird will require the infrastructure provider to follow current industry standards in Blackbird's industry for wiping clean equipment when Blackbird no longer uses that equipment, as well as when the infrastructure provider decommissions equipment in accordance with current industry standards in Blackbird's industry.

Encryption

Encryption will be employed that meets or exceeds current industry standards in Blackbird's industry.

Device hardening

Anti-virus and intrusion detection software will be employed on appropriate devices and maintained with current updates to ensure current industry standards in Blackbird's industry are employed against security threats.

Physical security

Blackbird's physical office location will be secured and alarmed. The threat to the office location is minimized by the practices Blackbird utilizes to employ cloud hosting for software and infrastructure with reputable vendors, as opposed to on-site. Infrastructure and software providers will be selected based on their functional capabilities as well as their organization security practices.

Staff training and awareness

Staff training will be conducted periodically, at least annually, to ensure staff remains up to date on security best practices. Training will be tracked and documented per Blackbird policy.