Ltx Scaler

Data Processing Agreement

[Last Update March 30, 2026]

This Data Processing Agreement ("**DPA**") is incorporated and forms an integral part of the Ltx Scaler Terms and Conditions ("**Terms**"), including its schedules or exhibits and any IO, services agreement or order forms executed for the purpose of the Ltx Scaler Tool and Services (collectively the "**Agreement**") by and between the Lightricks, and the Customer. All capitalized terms not defined herein shall have the meaning set forth in the Agreement or under the applicable Data Protection Laws (as defined below).

Each of Lightricks and Customer may be referred herein as a "**party**" and collectively as the "**parties**".

This DPA sets forth the parties' responsibilities and obligations regarding the Processing of Personal Data through the course of the Services.

1. DEFIITIONS

1.1. "**Adequate Country**" means a country that received an adequacy decision from the European Commission or other applicable data protection authority.

1.2. The terms "**Business**", "**Business Purpose**", "**Consumer**", "**Controller**", "**Data Subject**", "**Personal Data**", "**Personal Information**", "**Personal Data Breach**", "**Processing**" (and "**Process**"), "**Processor**", "**Sensitive Data**", "**Service Provider**", "**Sale**" (or "**Sell")** and "**Share**", "**Special Categories of Personal Data**" and "**Supervisory Authority**", shall all have the same meanings as ascribed to them under applicable Data Protection Laws. Under this DPA, "**Data Subject**" shall also mean and refer to a "**Consumer**", "**Personal Data**" shall also mean and refer to "**Personal Information**" and "**Special Categories of Data**" shall also mean and refer to, under this DPA "**Sensitive Data**".

1.3. "**Customer Personal Data**" means Personal Data that Lightricks Process on behalf of the Customer for the provisions of the Services, as detailed in **Annex I** attached herein.

1.4. "**Data Protection Law**" means applicable privacy and data protection laws and regulations (including, where applicable, European Data Protection Law and the US Data Protection Laws) as may be amended or superseded from time to time.

1.5. "**EEA**" means the European Economic Area.

1.6. "**European Data Protection Law**" means the (i) EU General Data Protection Regulation (Regulation 2016/679) ("**EU GDPR**"); (ii) Regulation 2018/1725; (iii) e-Privacy Directive (Directive 2002/58/EC), as amended (**e-Privacy Law**); (iv) any national data protection laws made under, pursuant to, replacing or succeeding (i) and (ii); (v) the Data Protection Act 2018 (DPA 2018), as amended, and the EU GDPR as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**"); (iv) the Swiss Federal Data Protection Act (dated June 19, 1992, as of March 1, 2019) ("**FDPA**") as well as the Ordinance on the Federal Act on Data Protection ("**FODP**"); and (vii) any legislation replacing or updating any of the foregoing; and binding judicial or administrative interpretation of any of the above, or approved

certification mechanisms issued by any relevant Supervisory Authority. The EU GDPR, together with the UK GDPR shall be collectively referred to under this DPA as "**GDPR**".

1.7. "**Instructions**" means the written, documented instructions issued by the Customer to Lightricks directing Lightricks to perform a specific or general action with regard to Customer Personal Data (including, but not limited to, instructions to provide the Services under the Agreement and instructions under this DPA).

1.8. "**Security Incident**" means any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Personal Data. Any Personal Data Breach will comprise a Security Incident.

1.9. "**Standard Contractual Clauses**" or "**SCC**" mean, collectively and as applicable, the:
(i) standard contractual clauses for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council adopted by the European Commission Decision 2021/914 of 4 June 2021, available HERE ("**EU SCC**") (ii) the UK "International Data Transfer Addendum to The European Commission Standard Contractual Clauses" available HERE ("**UK SCC**"); and
(iii) the applicable standard data protection clauses issued, approved or recognized by the Swiss Federal Data Protection and Information Commissioner ("**Swiss SCC**").

1.10. "**US Data Protection Laws**" means any U.S. federal and state privacy laws effective as of the Effective Date of the Agreement and applies to Provider's Processing of Customer Personal Data, including without limitation the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100 – 1798.199) of 2018, including as modified by the California Privacy Rights Act ("**CPRA**" and collectively the "**CCPA**"), all as amended or superseded from time to time.

2. ROLES AND DETAILS OF PROCESSING

2.1. The parties agree and acknowledge that under the performance of their obligations set forth in the Agreement, and with respect to the Processing of Customer Personal Data, Lightricks is acting as a Processor and Customer is acting as a Controller.

2.2. For the purpose of the CCPA, Lightricks shall Process Customer Personal Data as the Service Provider on behalf of the Customer as the Business and shall not: (i) Sell or Share the Customer Personal Data; (ii) retain, use or disclose the Customer personal Data for any purpose other than for a Business Purpose specified in the Agreement; or (iii) combine the Customer Personal Data with other Personal Data that it receives from, or on behalf of, another customer.

2.3. Each party shall be individually and separately responsible for complying with the obligations that apply to such party under applicable Data Protection Law. Without derogating from the generality of the above, the Customer shall be exclusively responsible to ensure compliance of its Instructions to enable lawful collection and Processing of Customer Personal Data, including obtaining any required consent and providing any required disclosures. The Customer hereby acknowledge that, in order to provide certain visual and Outputs generated through AI tools as part of the Ltx Scaler, Provider's AI uses the Inputs uploaded by the Customer, as well as the "metadata" described under Annex I to generate

2.4. facial features information (such as facial geometry, topology, and face embedding) or a voice print and may further use face and voice recognition technology ("**Face and Voice Model**"). Face and Voice Models may be deemed "biometric identifier" or "biometric information" according to the laws of certain jurisdictions, and thus, the Customer hereby represents and warrants it will obtain consent, as required under applicable laws (including Data Protection Laws or any legislation governing the Processing of biometric data), to enable Provider to lawfully Process Face and Voice Models for any purposes set forth under the Agreement.

2.5. The subject matter and duration of the Processing carried out by Lightricks on behalf of the Customer, the nature and purpose of the Processing, the type of Personal Data and categories of Data Subjects are described in **Annex I** attached hereto.

3. REPRESENTATIONS AND WARRANTIES

3.1. Lightricks represents and warrants that it shall Process Customer Personal Data, on behalf of the Customer, solely for the purpose of providing the Service, all in accordance with Customer's Instructions. Notwithstanding the above, in the event Lightricks is required under applicable laws, including Data Protection Law, to Process Customer Personal Data other than as instructed by Customer, Lightricks shall make reasonable efforts to inform the Customer of such requirement prior to Processing such Customer Personal Data, unless prohibited under applicable law.

3.2. Lightricks shall inform Customer without undue delay in the event that, according to Lightricks reasonable discretion, any of Customer's Instructions infringes applicable laws, and Lightricks shall have the right to immediately cease and suspend any such Processing activity related to the infringing Instruction.

3.3. Lightricks shall provide reasonable cooperation and assistance to the Customer in ensuring compliance with its obligation to carry out data protection impact assessments and prior consultations with Supervisory Authorities or other competent data privacy authorities to the extent required under applicable Data Protection Laws, provided that, Lightricks shall only be required to assist as for information which is reasonably available to Lightricks and Customer does not have reasonable access to such information.

3.4. Lightricks shall ensure: (i) the reliability of its staff and any other person acting under its supervision who have access to and Process Customer Personal Data; and (ii) that persons authorized to Process the Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. DATA SUBJECTS RIGHTS AND LEGAL REQUESTS

It is agreed that where Lightricks receives a request from a Data Subject or a competent authority in respect of Customer Personal Data Processed by Lightricks, Lightricks will notify the Customer of such request and direct the Data Subject or the applicable authority to the Customer in order to enable the Customer to respond directly, unless

otherwise required under applicable laws. Lightricks shall provide Customer with commercially reasonable cooperation and assistance in relation to such request, to the extent permitted under Data Protection Law and provided that Customer will reimburse Lightricks for such costs arising from assistance, where the assistance exceeds reasonable commercial efforts.

5. SUB-PROCESSING

5.1. The Customer acknowledges and agree: (a) that Lightricks may engage with third party data Processors ("**Sub-Processor**") to Process Customer Personal Data on behalf of Lightricks, for the provisions of certain services to Lightricks; and (b) Lightricks affiliates may be retained as Sub-Processors. The Customer hereby authorizes Lightricks to engage and appoint such Sub-Processors, to Process Customer Personal Data, as well as permits each Sub-Processor to appoint a Sub-Processor on its behalf. Lightricks may continue to use those Sub-Processors already engaged by Lightricks, as listed HERE, or to engage an additional or replace an existing Sub-Processors to Process Customer Personal Data. To receive notification regarding such changes, Customer must subscribe to the Sub-Processors' notification list by contacting Lightricks at: DPO@lightricks.com (please be advised that we may send you notifications solely with regards to the than certain Services you use at the time of notification). Customer shall have the right to object to the addition or replacement of certain Sub-Processor on reasonable grounds relating only to Data Protection Laws compliance considerations subject to the provision of five (5) days' notice upon receiving notice of the same from Lightricks. In case the Customer has not objected to the adding or replacing of a Sub-Processor within such period, such Sub-Processor shall be deemed approved by the Customer. In the event the Customer objects to the adding or replacing of a Sub-Processor, within such period, Lightricks may, at its sole discretion, suggest the Processing to be made without the applicable Sub-Processor or a different Sub-Processor for the same course of services, or otherwise terminate the Agreement where the Services cannot be reasonably provided under such circumstances, without liability to Customer.

5.2. Lightricks shall, where it engages a Sub-Processor, impose, through a legally binding contract between Lightricks and the Sub-Processor, data protection obligations that that provides at least the same level of protection as those set out in this DPA, as applicable to the provisions or services provided by the Sub-Processor. Lightricks shall ensure that such contract will require the Sub-Processor to provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the Processing will meet the requirements of applicable Data Protection Laws.

5.3. Lightricks shall remain responsible to the User for the performance of the Sub-Processor's obligations in accordance with this DPA, only to the extent it is liable in accordance with applicable Law. In all cases, to the extent permitted under applicable Law, such liability shall be limited to the amounts actually recovered by Company from the relevant Sub-processor in respect of such acts or omissions, and shall remain subject to the Limitations on Liability under the Agreement.

6. TECHNICAL AND ORGANIZATIONAL MEASURES

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, and without prejudice to any other security standards agreed upon by the parties, Lightricks hereby confirms that it has implemented and will maintain appropriate physical, technical and organizational measures to protect the Customer Personal Data as required under Data Protection Laws to safeguard Customer Personal Data from unauthorized, unlawful or accidental processing, access, disclosure, loss, alteration or destruction. The security measures implemented by the Lightricks are as described HERE and as shall be updated by Lightricks from time to time (provided that no amendments shall not have a material negative effect on the level of protection).

7. SECURITY INCIDENT

7.1. Lightricks will notify the Customer without undue delay upon becoming aware of any Security Incident involving the Customer Personal Data. In addition, Lightricks will take reasonably necessary steps to remediate, minimize any effects of and investigate the Security Incident and to identify its cause; and co-operate with the Customer and provide the Customer with such reasonable assistance and information in connection with the containment, investigation, remediation or mitigation of the Security Incident and, if applicable, obligation to notify the affected individuals.

7.2. Lightricks notification or compliance with its obligations under this Section 7 regarding or response to a Security Incident shall not be construed as an acknowledgment by Lightricks of any fault or liability with respect to the Security Incident.

8. AUDIT RIGHTS

8.1. Lightricks shall maintain records of the Processing activities carried out under this DPA and its compliance with its obligations under this DPA. Lightricks shall make such records available to the Customer, subject to a thirty (30) days prior written request, however no more than once per twelve (12) months of engagement. Such records provided shall be considered as Lightricks Confidential Information and shall be subject to the corresponding confidentiality obligations under the Agreement.

8.2. In the event the records and documentation provided subject to Section 8.1 above are reasonably determined as not sufficient for the purpose of demonstrating compliance, Lightricks shall make available, subject to a thirty (30) days prior written request and no more than once per twelve (12) months of engagement, to a reputable auditor nominated by the Customer, information necessary to reasonably demonstrate compliance with this DPA, and shall allow for audits, including inspections, by such reputable auditor solely in relation to the Processing of the Customer Personal Data ("**Audit**") in accordance with the terms and conditions hereunder. The auditor shall be subject to standard confidentiality obligations (including towards third parties). Lightricks may object to an auditor appointed by the Customer in the event Lightricks reasonably determines the auditor is not suitably qualified or is a competitor of Lightricks. Customer shall bear all expenses related to the Audit and shall (and ensure that each of its auditors shall) over the course of such Audit, avoid causing any damage, injury or disruption to Lightricks, including its business operation and personnel. Audit documentations and results shall remain confidential by the Customer.

8.3. Nothing in this DPA will require Lightricks to either disclose to Customer or its third-party auditor, or to allow Customer or its third-party auditor to access: (i) any data of any other customer or Lightricks internal data including without limitation data processed in its role as a Controller, internal accounting or financial information; (ii) any trade secret of Lightricks or its affiliates; (iii) any information that, in Lightricks reasonable opinion, could compromise the security of any systems or cause any breach of its obligations under applicable law or its security, privacy or confidentiality obligations to any third party; or (iv) any information that Customer or its third-party auditor seeks to access for any reason other than the good faith fulfillment of Customer's obligations under the Data Protection Laws. No access to any part of Lightricks IT systems or infrastructure (including, without limitation, any hands-on or intrusive testing) will be permitted.

9. CROSS BORDER PERSONAL DATA TRANSFERS

9.1. Subject to Section 9.2 herein below, Customer acknowledges and agrees that for the provisions of the Services, Lightricks may Process, including transfer, Customer Personal Data on various jurisdictions where its affiliates and Sub-Processors operate. Lightricks will ensure that transfers are made in compliance with Data Protection Laws that applies to such Processing by Lightricks.

9.1.1. Where the GDPR, UK GDPR or the Swiss FADP applies, Lightricks will not transfer Customer Personal Data originating from the EEA or the UK, unless it takes all such measures as are necessary to ensure the transfer is in compliance with applicable Data Protection Laws. Such measures may include (without limitation): (i) transferring such Customer Personal Data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, including to an Adequate Country or data privacy and transfer frameworks; (ii) to a recipient that has achieved binding corporate rules authorization in accordance with applicable Data Protection Law; or (iii) to a recipient that has executed the Standard Contractual Clauses.

9.1.2. When Customer and Lightricks rely on the SCC to facilitate a transfer to a third country the following shall apply:

(i) For transfer of Customer Personal Data from the EEA the EU SCC shall apply and completed as follows: **(1)** Module II (Controller to Processors) will apply;
(2) In Clause 7 the optional docking clause will not apply; **(3)** In Clause 9, option 2 (general written authorization) shall apply and the method for appointing Sub-Processor shall be as set forth in the Sub-Processing Section of the DPA; **(4)** In Clause 11, the optional language will not apply, and Data Subjects shall not be able to lodge a complaint with an independent dispute resolution body; **(5)** In Clause 17, option 1 shall apply, and the EU SCC shall be governed by the law of the Republic of Ireland; **(6)** In Clause 18(b) the parties choose the courts of the Republic of Ireland as their choice of forum and jurisdiction; **(7) Annex I(A) of the EU SCC** is completed as follows: Customer is the Data Exporter, Lightricks is the Data Importer, the parties' contact details are as set forth under the Agreement; **Annex I(B) of the EU SCC** is completed as set out in Annex I of this DPA; **Annex I(C) of the EU SCC** shall identify the competent

supervisory authority as the supervisory authority of the Republic of Ireland; **(8) Annex II of the EU SCC** is deemed completed with the information set out under Section 6 of this DPA; **(9) Annex III of the EU SCC** shall be completed with the list of sub-processors set out in Annex II of this DPA.

(ii) For transfer of Customer Personal Data from the UK, the UK SCC shall apply and completed as follows: **(1) Table 1** shall be completed as set forth in section (i)(7) above; **(2) Table 2** shall be completed as set forth in Section (i)(1) – (i)(4) above; **(3) Tables 3** shall be completed as follows: **Annex 1A** shall be completed with relevant information as set out in Section (i)(7) above; **Annex 1B** shall be completed with relevant information as set out in **Annex I** of this DPA; , **Annex II** shall be completed with relevant information as set out in Annex III of this DPA; **Annex III** shall be completed with the list of sub-processors set out in Annex II of this DPA; **(4) Table 4** shall be completed with the "neither party" option; and **(5)** Any conflict between the terms of the EU SCC and the UK SCC will be resolved in accordance with Section 10 and Section 11 of the UK SCC.

(iii) For transfer of Customer Personal Data from Switzerland, the Swiss SCC shall apply in accordance with the following modifications (i) references to "Regulation (EU) 2016/679" will be interpreted as references to the Swiss DPA;
(ii) references to "EU", "Union" and "Member State law" will be interpreted as references to Swiss law; and (iii) references to the "competent supervisory authority" and "competent courts" will be replaced with the "the Swiss Federal Data Protection and Information Commissioner " and the "relevant courts in Switzerland".

10. TERM, TERMINATION, DATA DELETION AND CONFLICT

10.1. This DPA shall be effective as of the effective date of the Agreement and shall remain in force until the Agreement terminates.

10.2. Following the termination of this DPA, Lightricks shall delete Customer Personal Data Processed on behalf of the Customer in accordance with Lightricks retention policies unless Lightricks is required to retain Personal Data under applicable law or regulatory requirements, and in such event the Personal Data shall be retained solely during the required period. It is the Customer's sole responsibility to export or delete Customer Personal Data through the Platform prior to termination, according to its retention polices.

10.3. The Customer acknowledge that certain Customer Personal Data may be processed through third party providers, which may be further considered as independent controllers of Personal Data and accordingly, Lightricks may not be able to provide, return or delete such Personal Data.

10.4. Lightricks reserve the right, from time to time to apply Agreement Modifications to this DPA, subject to the applicable provisions of the Terms. Note that, where Lightricks is obligated to provide a notice, Lightricks may decide to notify the Customer in accordance with the changes applicable to the then current Services used by the Lightricks. It is Customer's responsibility to review this DPA prior to using any new feature or services made available through the Services.

10.5. In the event of a conflict between the terms and conditions of this DPA and the Agreement, this DPA shall prevail with regard to the Processing of Customer Personal Data. For the avoidance of doubt, in the event Standard Contractual Clauses have been executed between the parties, the terms of the Standard Contractual Clauses shall prevail over those of this DPA. Except as set forth herein, all the terms and conditions of the Agreement shall remain in full force and effect.

ANNEX I
DETAILS OF PROCESSING

This Annex I includes certain details of the Processing of Personal Data as required under the Data Protection Laws.

Categories of Data Subjects:

Individual's whom their Personal Data is included within Input or Output.

Categories of Personal Data processed:

Images, videos and other recordings which consist of a part of the Input or Output, and which include individuals whom Personal Data is included therein.

Face and Voice Models

The metadata extracted from Inputs and describing certain elements of such Inputs such as estimated demographic data (for example age or age group, gender and skin tone of the character or voice in the Input).

Special Categories of Personal Data:

Face and Voice Models

Nature of the processing:

Collection, storage, production, editing, measurement, organization, transfer, host and other uses in performance of the Services as set out in the Agreement.

Purpose(s) of Processing:

To provide the Services and as otherwise agreed under the Agreement.

Retention Period:

For the term of the Agreement, and as set forth under this DPA; provided there is no legal obligation to retain the Customer Personal Data post termination or unless otherwise requested by the Customer.

Process Frequency:

Continuous basis

Sub-Processors:

as listed HERE