THERECORDXCHANGE

DATA PROCESSING ADDENDUM

Version 1.2.0 | Last Updated: October 27, 2026

VERSION CONTROL

This document is effective as of September 1, 2025, and is subject to periodic review and updates to reflect evolving AI technologies, regulatory requirements, and business needs. The most current version supersedes all previous versions.

Version 1.0.0 - September 1, 2025 - TRX Legal Team - Initial release

Version 1.0.1 - October 1, 2025 - TRX Legal Team - Reduce references to EU for US clarity

Version 1.1.0 - February 1, 2026 - TRX Legal Team - Added Section 17 clarifying treatment of public records data, updated contact information

Version 1.2.0 - October 27, 2026 – TRX Legal Team – Updated entity address and consolidated privacy contact; narrowed order-of-precedence to data-processing matters; added Section 17.5 and the Section 4.1 cross-reference; clarified the Subprocessor definition; restructured Section 11 (data location and AI processing); aligned Schedule 2 MFA statement with access-control policy.

PREAMBLE

This Data Processing Addendum, including any Schedules (collectively, the "DPA") forms part of the services agreement or terms of service (the "Agreement") by and between the entity procuring software-as-a-service solutions for court recording management and processing ("Customer") and American Platform Services LLC dba TheRecordXchange ("Processor" or "TheRecordXchange").

Except to the extent otherwise expressly set forth in this DPA, this DPA is governed by the terms and conditions of the Agreement. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. In the event of any inconsistency or conflict between this DPA and the Agreement, this DPA prevails solely with respect to the Processing of Personal Data; in all other respects, the Agreement governs.

1. DEFINITIONS

For the purposes of this DPA, the following definitions apply:

(a) "Affiliate" means an entity that controls, is controlled by or is under common control with the applicable party. For purposes of this definition, "control" means ownership of more than fifty (50%) percent of the voting stock or other ownership interest in an entity.

(b) "Applicable Law" means all applicable laws (including those arising under common law), statutes, cases, ordinances, constitutions, regulations, treaties, rules, codes, ordinances and other pronouncements having the effect of law of the United States, the United Kingdom, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental authority. References to "Applicable Law" mean Applicable Law as may be amended or supplemented.

(c) "Personal Data" means any information relating to an identified or identifiable natural person as defined under Privacy Laws, including but not limited to audio recordings of court proceedings, transcripts, participant names, case information, and any other data processed in connection with court or administrative proceedings.

(d) "Privacy Laws" means any and all data protection laws applicable to the processing of Personal Data under the Agreement, including but not limited to U.S. Privacy Laws.

(e) "Process" or "Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, alteration, use, access, disclosure, copying, transfer, storage, deletion, alignment or combination, restriction, adaptation, retrieval, consultation, destruction, disposal, or other use of Personal Data.

(f) "Services" means the software-as-a-service solutions provided by TheRecordXchange pursuant to the Agreement, including multichannel court recording transcoding, automated transcription services, generative AI tools for recording analysis, and request management systems for court recordings and transcripts.

(g) "Subprocessor" means any third party engaged by Processor to Process Personal Data on behalf of Customer, including any third party that has administrative access to systems, environments or backup copies containing Personal Data.

(h) "Transfer" means the access by, transfer or delivery to, or disclosure to a person, entity or system of Personal Data where such person, entity or system is located in a country or jurisdiction other than the country or jurisdiction from which the Personal Data originated.

(i) "U.S. Privacy Laws" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., including its regulations and the amendments made by the California Privacy Rights Act of 2020 ("CCPA"); the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 et seq. ("BIPA"); and any other applicable state privacy, data protection, or biometric information laws, including those enacted in Virginia, Colorado, Connecticut, Texas, and other U.S. states, in each case as amended or supplemented, to the extent applicable to Processor's Processing of Personal Data under the Agreement.

(j) The terms "Controller" (which includes "Business" as defined in the CCPA), "Data Subject" (which includes "Consumer" as defined in U.S. Privacy Laws), and "Processor" (which includes "Service Provider" as defined in the CCPA) are defined as in Privacy Laws.

2. SCOPE

This DPA applies to TheRecordXchange's Processing of any Personal Data as part of or in connection with the performance of the Services for Customer or any of its Affiliates. The scope, classification, purposes and details of the Processing, including its duration and the categories of Data Subjects and Personal Data being Processed, are described in Schedule 1 (Processing Description). TheRecordXchange will Process the Personal Data at all times in compliance with Privacy Laws.

3. ROLES OF PARTIES

3.1 To the extent that Customer is the Controller, TheRecordXchange is its Processor. To the extent that Customer is a Processor of the Personal Data, TheRecordXchange is its Subprocessor. Each party is responsible for its own compliance with Privacy Laws.

3.2 Where Customer is a Controller, it warrants and represents that it has taken all legally required measures in order for TheRecordXchange to receive and Process the Personal Data in

compliance with Privacy Laws (including but not limited to, where applicable, providing any required notices and obtaining any required consents). As a Controller, Customer shall not instruct TheRecordXchange to Process Personal Data in violation of Applicable Law.

3.3 TheRecordXchange hereby certifies that it understands the restrictions and obligations set forth in this DPA and that it will comply with them.

4. LIMITATIONS ON USE

4.1 Processing in Accordance with Customer's Instructions. TheRecordXchange will Process Personal Data on behalf of Customer solely to fulfill its obligations to Customer under the Agreement and this DPA and in compliance with Privacy Laws. TheRecordXchange shall not: (i) "sell" or "share" any Personal Data, as such terms are defined in U.S. Privacy Laws; (ii) retain, use, or disclose Personal Data outside of the direct business relationship between TheRecordXchange and Customer; (iii) otherwise engage in any Processing of the Personal Data that is prohibited for a Processor under Privacy Laws; or (iv) use Personal Data from court proceedings for training or improving artificial intelligence models, though TheRecordXchange may apply existing AI models to analyze such data as part of the Services. TheRecordXchange shall comply with any applicable restrictions under Privacy Laws on combining Personal Data with personal data that TheRecordXchange receives from, or on behalf of, another person or persons, or that TheRecordXchange collects from any interaction between it and any individual. The restrictions in this Section 4.1 apply to public records data only to the extent provided in Section 17.5.

4.2 Conflict with Customer's Instructions. TheRecordXchange shall Process Personal Data only in accordance with Customer's instructions, including this DPA. If Applicable Law requires TheRecordXchange to conduct Processing that is inconsistent with Customer's instructions, then TheRecordXchange shall notify Customer, unless Applicable Law prohibits such notice. If TheRecordXchange believes that any instruction from Customer violates or would cause TheRecordXchange to violate Applicable Law and/or if TheRecordXchange is unable to comply with the terms of this DPA for any reason, TheRecordXchange shall notify Customer and cooperate with Customer to reach a reasonable resolution.

4.3 Customer's Right of Remediation. Customer retains the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data, including any use of Personal Data not authorized in this DPA.

5. LIMITATIONS ON DISCLOSURE

TheRecordXchange will not disclose Personal Data to any third party without first obtaining Customer's written consent, except as provided in Section 6 (Subprocessing), Section 7 (Cooperation to Facilitate Individual Rights Requests) or Section 11 (Data Location). TheRecordXchange will ensure that all persons it authorizes to Process the Personal Data are adequately trained to Process the Personal Data in compliance with the requirements of this DPA and are subject to appropriate confidentiality obligations with respect to personal data.

6. SUBPROCESSING

TheRecordXchange may subcontract Processing of Personal Data to a Subprocessor only in compliance with this DPA and Applicable Law and any additional conditions for subcontracting set forth in the Agreement. Prior to a Subprocessor's Processing of Personal Data, TheRecordXchange will impose contractual obligations on any such Subprocessor that are substantially the same and are no less protective of Personal Data as those imposed on

TheRecordXchange under this DPA. Customer agrees that TheRecordXchange may engage the Subprocessors identified in Schedule 3. TheRecordXchange remains responsible for its Subprocessors and liable for their compliance with this DPA. This paragraph constitutes Customer's general authorization to both the engagement of the Subprocessors listed in Schedule 3 and any replacements or additions in accordance with this Section.

TheRecordXchange shall provide Customer with reasonable advance notice of any intended changes concerning the addition or replacement of Subprocessors, thereby giving Customer the opportunity to object to such changes. If Customer objects to a new Subprocessor on reasonable grounds relating to the protection of Personal Data, the parties shall work together in good faith to resolve Customer's concerns.

7. COOPERATION TO FACILITATE INDIVIDUAL RIGHTS REQUESTS

TheRecordXchange will provide reasonable assistance to Customer to enable Customer to respond to requests from Data Subjects seeking to exercise their rights under Privacy Laws, including rights to access, correct, delete, or restrict Processing of their Personal Data. Upon Customer's request and to the extent required by Privacy Laws, TheRecordXchange will provide Customer with access to, modification of, or deletion of Personal Data. If TheRecordXchange receives a Data Subject request directly, it shall inform Customer promptly and shall not respond to such request without Customer's prior written authorization, unless legally required to do so.

8. SECURITY MEASURES

8.1 Technical and Organizational Measures. TheRecordXchange implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk of Processing Personal Data, as described in Schedule 2 (Technical and Organizational Measures).

8.2 Security Incidents. TheRecordXchange shall notify Customer without undue delay after becoming aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data (a "Security Incident"). Such notification shall, to the extent possible, describe the nature of the Security Incident, the categories and approximate number of Data Subjects and Personal Data records concerned, the likely consequences, and measures taken or proposed to address the Security Incident.

8.3 SOC 2 Compliance. TheRecordXchange maintains SOC 2 Type 2 certification and will provide Customer with copies of current reports upon request and execution of appropriate confidentiality agreements.

9. AUDIT RIGHTS

9.1 Information and Audit. TheRecordXchange will make available to Customer all information necessary to demonstrate compliance with this DPA and allow for and contribute to audits, including inspections, conducted by Customer or another auditor mandated by Customer, subject to reasonable advance notice and during regular business hours.

9.2 Audit Procedures. Customer may exercise its audit rights by reviewing TheRecordXchange's SOC 2 Type 2 reports, requesting additional information about TheRecordXchange's security practices, or conducting on-site audits at TheRecordXchange's facilities, subject to execution of appropriate confidentiality agreements.

10. PRIVACY ASSESSMENTS

TheRecordXchange will provide reasonable assistance to Customer with any privacy impact assessments, data protection assessments, or similar risk evaluations that Customer reasonably considers to be required by Privacy Laws, to the extent such assessments relate to the Processing of Personal Data by TheRecordXchange.

11. DATA LOCATION

11.1 Customers in the United States. Personal Data will be Processed and stored in the United States and will not be Transferred outside the United States without Customer's prior written consent, except as provided in Sections 11.3 or as required by Applicable Law.

11.2 Customers in Australia, the United Kingdom and New Zealand. Personal Data, including Customer Content as defined in the Agreement, will be stored within the Customer's country. Except as provided in Sections 11.3 and 11.4, Personal Data will not be Transferred outside that country without Customer's prior written consent.

11.3 Automated Transcription and AI Analysis. Automated transcription and AI analysis of Personal Data are performed within the Customer's country or region using the Subprocessors listed in Schedule 3. Where in-region processing is not available, Customer acknowledges that such processing may be performed by the Subprocessors listed in Schedule 3 in the United States and consents to that Transfer solely for that purpose, subject to Schedule 2 and to the restrictions in Section 4.1(iv). TheRecordXchange will notify Customer before relying on this consent, and Customer may instead elect to disable automated transcription and AI analysis features for its account.

11.4 Account Administration and General Operations. For account management functions and general operations, certain personal information may be processed in the United States, where TheRecordXchange's main operations are located.

11.5 Transfers from the EEA and United Kingdom. For any personal data transfers from the EEA or the United Kingdom that may be necessary for account administration purposes, TheRecordXchange relies on appropriate safeguards such as Standard Contractual Clauses approved by the European Commission or other legal mechanisms to ensure adequate protection of personal data.

12. DATA RETENTION AND DELETION

TheRecordXchange will retain Personal Data only for as long as necessary to fulfill its obligations under the Agreement and this DPA, or as required by Applicable Law. Upon termination or expiration of the Agreement, TheRecordXchange will, at Customer's election, either return or delete all Personal Data, except as required to be retained by Applicable Law. TheRecordXchange shall certify to Customer in writing that it has complied with this requirement.

13. COMPLIANCE WITH PRIVACY LAWS

TheRecordXchange shall comply with all Privacy Laws applicable to its Processing of Personal Data under this DPA. TheRecordXchange shall promptly notify Customer if it determines that it can no longer meet its obligations under applicable Privacy Laws.

14. LIMITATION OF LIABILITY

Each party's liability under this DPA shall be subject to the limitations and exclusions of liability set forth in the Agreement.

15. SURVIVAL

The obligations placed upon TheRecordXchange under this DPA shall survive so long as TheRecordXchange and/or its Subprocessors process Personal Data on behalf of Customer.

16. MODIFICATIONS

If Privacy Laws require modifications to this DPA, Customer and TheRecordXchange agree to negotiate such changes in good faith as necessary to comply with Privacy Laws.

17. PUBLIC RECORDS

17.1 Acknowledgment. The parties acknowledge that a substantial portion of the Personal Data processed under this DPA consists of court proceedings, administrative hearings, and related records that constitute public records under applicable law and may be exempt from certain Privacy Law requirements as "publicly available information."

17.2 Continued Protections. Notwithstanding the public records nature of certain data, TheRecordXchange will continue to implement appropriate technical and organizational security measures as described in Schedule 2 and comply with applicable breach notification requirements for all data processed under this DPA.

17.3 Non-Public Data. Where Personal Data includes sealed proceedings, records subject to protective orders, data involving minors, or other non-public information, all provisions of this DPA shall apply without limitation.

17.4 Customer Determination. Customer retains sole authority to determine which records constitute public records under applicable law. TheRecordXchange will Process data in accordance with Customer's instructions and designations regarding public records status.

17.5 Public Records Parity. To the extent any data Processed under this DPA constitutes a public record under applicable law (as designated by Customer under Section 17.4) and qualifies as publicly available information that is not subject to Privacy Laws' restrictions on Processing, nothing in this DPA, including the restrictions in Section 4.1, shall be construed to limit or restrict TheRecordXchange's Processing or use of such data any more than applicable law limits or restricts the Processing or use of such public records generally. This Section 17.5: (a) does not apply to any data described in Section 17.3 (sealed proceedings, records subject to protective orders, data involving minors, or other non-public information); (b) does not relieve TheRecordXchange of its security obligations under Section 8 or its breach-notification obligations, which continue to apply to all data regardless of public-records status; and (c) remains subject to all Applicable Law, including the Fair Credit Reporting Act and applicable biometric information laws.

SCHEDULE 1: PROCESSING DESCRIPTION

A. LIST OF PARTIES

Data importer(s):

- Name: American Platform Services LLC dba TheRecordXchange
- Address: 1600 W. Broadway Rd, Suite 350, Tempe, AZ 85282
- Contact person's name, position and contact details: Privacy Team, Privacy@trxchange.com
- Activities relevant to the data transferred: Providing SaaS solutions for transcoding multichannel court recordings, automated transcription, AI-powered analysis of court proceedings, and managing access requests for recordings and transcripts
- Role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects:

- Parties appearing in court or administrative proceedings
- Legal representatives and counsel
- Witnesses in court or administrative proceedings
- Court and administrative law officials and judges
- Victims and other participants in judicial or administrative proceedings

Categories of personal data transferred:

- Audio recordings of proceedings
- Names and identifying information of participants
- Personal information as discussed in proceedings
- Case numbers and related case information
- Testimony and statements made during proceedings
- Transcribed text of all proceedings

Sensitive data transferred:

- Criminal offense data as related to proceedings
- Health data as may be discussed in proceedings
- Data concerning financial status and history

Frequency of the transfer: Continuous, as Services are performed

Nature of the processing: Transcoding of multichannel audio recordings, automated transcription using AI technology, generative AI analysis of court proceedings, indexing and searching of recordings and transcripts, managing access permissions and fulfilling requests for court records, storage, organization, structuring, adaptation, retrieval, consultation, use, disclosure by transmission, and deletion of court proceeding data.

Purpose(s) of the data transfer and further processing: To provide SaaS solutions for efficient management of court recordings, automated generation of transcripts, AI-powered analysis and search capabilities, streamlined request fulfillment for authorized parties, and support for the administration of justice through modern technology platforms.

Period for which personal data will be retained: As specified by Customer's retention policies for court or administrative records, or as required by law.

SCHEDULE 2: TECHNICAL AND ORGANIZATIONAL MEASURES

TheRecordXchange implements the following security measures:

Technical Measures:

- AES-256 encryption for data at rest
- TLS 1.2+ encryption for data in transit
- Multi-factor authentication for all remote access, all administrative and privileged access, and all cloud management-console access
- Role-based access controls with principle of least privilege
- Regular security patching and vulnerability management
- Intrusion detection and prevention systems
- Security incident and event monitoring (SIEM)
- Regular data backups with encrypted storage
- Secure data deletion procedures

Organizational Measures:

- Information security policies and procedures
- Regular security awareness training for all personnel
- Background checks for personnel handling sensitive data
- Confidentiality agreements for all personnel
- Incident response procedures
- Business continuity and disaster recovery planning
- Regular security assessments and audits
- Vendor management program for subprocessors
- Physical security controls for facilities
- SOC 2 Type 2 annual certification

SCHEDULE 3: LIST OF SUBPROCESSORS

Authorized Subprocessors:

1. Rev.com, Inc.

- Location: Austin, Texas, USA
- Services: Supplementary automated transcription services and quality assurance
- Note: Subject to Rev's own Data Processing Addendum

2. Amazon Web Services, Inc. (AWS)

- Location: United States
- Services: Cloud infrastructure, computing services, data storage, content delivery network
- Note: Processing occurs in US AWS regions to support data localization requirements

3. Anthropic, PBC

- Location: United States
- Services: Large language model services (Claude) accessed via AWS Bedrock for AI-powered analysis of court recordings and transcripts, including summarization, search, and information extraction
- Note: Personal data is processed through API calls; Anthropic does not retain customer data for model training purposes

Customer acknowledges and agrees that the above Subprocessors may be used to Process Personal Data in accordance with this DPA. TheRecordXchange will update this list as needed and provide notice to Customer of any changes in accordance with Section 6.

CONTACT INFORMATION

Questions regarding this Data Processing Addendum should be directed to:

American Platform Services LLC dba TheRecordXchange

1600 W. Broadway, Suite 350
Tempe, AZ 85282

Phone: (800) 406-1290
Email: privacy@trxchange.com

END OF DATA PROCESSING ADDENDUM