Data Processing Agreement

This Data Processing Agreement (**"DPA"**) is entered into by and between the Customer and tldx Solutions GmbH (**"tl;dv"**), with German company registration number HRB 23730.

The Customer enters into the DPA on behalf of itself and, to the extent required under Applicable Law, in the name and on behalf of its affiliates, if and to the extent tl;dv processes Personal Data for which such affiliates qualify as the controller. For the purposes of this DPA only, and except where indicated otherwise, the term **"Customer"** shall include Customer and affiliates.

Customer and tl;dv are jointly referred to as **"Parties"** and separately as **"Party"**.

1. Background

1.1. The Parties have entered into a service agreement (the **"Contract"**) regarding tl;dv's provision of a meeting recording and transcription tool to the Customer (**"Service"**), under which this DPA and its appendices form an integrated part of. The Parties agree that the Customer is considered a controller and tl;dv a processor in relation to the processing of personal data under this DPA in accordance with Applicable Law. Should any of the Customer's affiliates, be considered a processor under Applicable Law, the Customer is responsible for ensuring that necessary agreements are entered into and that adequate technical and organizational measures are taken into account.

1.2. If tl;dv's commitment in accordance with the Contract changes due to addition of new features, tl;dv may provide terms or make updates to this DPA that apply to the Customer's use of those new features. If those terms include any material adverse changes to this DPA, tl;dv will provide the Customer a choice to use the new features, without loss of existing functionality. If the Customer does not use the new features the corresponding new terms will not apply.

1.3. In the event of inconsistencies between the provisions of this DPA and the Contract, the provisions of this DPA shall prevail, in respect of matters concerning the processing of Personal Data.

2. Definitions

2.1. In addition to the definitions provided in this DPA, the following terms shall have the meanings as set out below:

"Applicable Law" means the GDPR and national legislation implementing the GDPR as applicable to tl;dv.

"GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

"Personal Data" means any Personal Data transferred to, stored by, or in any other way processed by tl;dv on behalf of the Customer, pursuant to the Contract. The term does not include data rendered anonymous in such a way that the data subject is not or no longer identifiable.

"Standard Contractual Clauses" means Commission Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in Third Countries under Directive 95/46/EC of the European Parliament and of the Council (notified under document C (2010) 593), or corresponding decision replacing such decision.

"Sub-processor" means any third party engaged by tl;dv to process Personal Data on behalf of the Customer.

"Third Country" means a country outside the EU/EEA.

2.2. Terms used but not defined under this Section 2 or elsewhere in this DPA, such as **"processing"**, **"data subject"**, **"personal data breach"**, **"member state"** and **"supervisory**

authority" shall have the same meanings as defined in the GDPR or as otherwise defined in the Contract.

3. The rights and obligations of the customer

3.1. The Customer is responsible for ensuring that the processing of Personal Data takes place in compliance with the GDPR (see article 24 of the GDPR), the applicable EU or member state data protection provisions and this DPA.

3.2. The Customer has the right and obligation to make decisions about the purposes and means of the processing of Personal Data.

3.3. The Customer shall be responsible, among other, for ensuring that the processing of Personal Data, which tl;dv is instructed to perform, has a legal basis and that the data subjects have been informed of the processing, e.g through appropriate privacy notices and consent requests, in accordance with Applicable Law.

3.4. The Customer has the right to access the Customer's personal data.

3.5. The Customer has the right to ratification of the Customer's personal data.

3.6. The Customer has the right to object to and restriction of the Supplier's processing of the Customer's personal data.

3.7. The Customer has the right to be forgotten; erasure of the Customer's personal data.

3.8. The Customer has the right to data portability.

3.9. Upon request, the processor will demonstrate to the controller compliance with the obligations set out in this contract using appropriate means, such as internal company rules of conduct or further information on technical and organizational measures.

If inspections are required by the person responsible in individual cases, these will be carried out during normal business hours without disrupting operations after registration, taking into account an appropriate lead time. The processor may make this dependent on prior registration with a reasonable lead time, the commissioned auditor and the signing of a confidentiality agreement with regard to the data of other customers and the technical and organizational measures put in place and, if necessary, reject it for reasons. If the auditor commissioned by the controller is in a competitive relationship with the processor, the processor also has the right to object to this.

4. Instructions from the Customer

4.1. tl;dv shall process Personal Data only on documented instructions from the Customer for the purpose(s) derived from the Contract, unless required to do so by Applicable Law. Such instructions shall be specified in Appendix 1. Subsequent instructions can also be given by the Customer throughout the duration of the processing of Personal Data, but such instructions shall always be documented and kept in writing, including electronically, in connection with this DPA.

4.3. Recording and transcription data that is gathered by tl;dv shall not be used to improve the service of tl;dv (I.e., used to train tl;dv's deep learning models).

4.4. tl;dv shall without delay inform the Customer if instructions given by the Customer, in the opinion of tl;dv, contravene with Applicable Law and await further instructions from the Customer.

5. Security and confidentiality

5.1. tl;dv shall take appropriate technical and organizational measures to protect the Personal Data from unauthorized access, destruction, loss or alteration. The measures shall be appropriate with respect to (a) available technology, (b) costs, (c) specific risks associated with the processing, and (d) the sensitivity of the Personal Data. tl;dv may update or modify the necessary security measures from time to time, provided that such updates and modifications

do not result in the degradation of the overall security of the Service. tl;dv will provide information on adopted security measures upon the Customer's request.

5.2. tl;dv shall take appropriate steps to ensure that all who have access to Personal Data are bound by confidentiality or are under an appropriate statutory obligation of confidentiality.

5.3. tl;dv shall notify the Customer at the least without undue delay after becoming aware of a Personal Data breach. The notification shall include, to the extent available to tl;dv, at least the following:

- a) a description of the nature of the Personal Data breach including categories and approximate number of data subjects concerned and approximate number of Personal Data records concerned;
- b) a description of the likely consequences of the breach; and
- c) a description of the measures taken or planned to be taken to address the breach.

In the event that it is not possible to provide all of the above information, the notification may be executed in phases without undue delay.

6. Use of Sub-processors

6.1. tl;dv has the Customer's general authorisation for the engagement of Sub-processors. tl;dv shall inform in writing the Customer of any intended changes concerning the addition or replacement of Sub-processors at least fourteen (14) calendar days in advance, thereby giving the Customer the opportunity to object, on reasonable grounds, to such changes prior to the engagement of the concerned Sub-processor(s). An updated list of Sub-processors can be found here: Third-party Providers.

6.2. If, within fourteen (14) calendar days of receipt of a notice under Section 7.1, the Customer notifies tl;dv in writing of any objections to the proposed appointment, and that objection, in tl;dv's opinion, prevents effective provision of tl;dv's services under the Contract, either Party may determine to terminate the Contract without penalty or liability. tl;dv shall use reasonable

endeavours to address any objections of the Customer and take necessary, and reasonable, steps to meet such requirements.

6.3. Where tl;dv engages a Sub-processor for carrying out specific processing activities on behalf of the Customer, the same data protection obligations as set out in this DPA shall be imposed on that Sub-processor.

6.4. Notwithstanding Section 7.2, in order to ensure stability and avoid any disruption of the Service provided by tl;dv to the Customer pursuant to the Contract, tl;dv reserves the right to use any Sub-processor in extraordinary circumstances such as, but not limited to, acts of God, bankruptcy, a Sub-processor's breach of contract in terms of up-time, or any other type of contractual breach on the Sub-processor's part. The Customer will receive notice of this change at lates when a new sub-processor is used, and in such event, the Customer has the possibility to oppose the new Sub-processor within 14 days from being notified. In the event that opposition to such Sub-processor, in tl;dv's opinion, prevents effective provision of tl;dv's services, tl;dv may terminate the Contract without penalty or liability.

7. Transfer of Personal Data to third countries

7.1. Any transfer of Personal Data to Third Countries or international organisations by tl;dv shall only occur on the basis of documented instructions from the Customer and shall always take place in compliance with Chapter V GDPR, including Standard Contractual Clauses.

7.2. In case transfers to Third Countries or international organizations, which tl;dv has not been instructed to perform by the Customer, is required under Applicable Law, tl;dv shall inform the Customer of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

8. Assistance to the customer

8.1. Taking into account the nature of the processing, tl;dv shall reasonably assist the Customer by appropriate technical and organizational measures, insofar as this is possible, in the

fulfillment of the Customer's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III GDPR.

8.2. In addition to tl;dv's obligation to assist the Customer pursuant to Section 9.1, tl;dv shall furthermore, taking into account the nature of the processing and the information available to tl;dv, reasonably assist the Customer, at the Customer's sole cost, in ensuring compliance with the obligations pursuant to articles 32 to 36 of the GDPR.

9. Erasure and returning of Personal Data

9.1. Upon termination of this DPA, the Customer may instruct tl;dv to, as applicable, return and/or destroy all Personal Data (including existing copies) from tl;dv's systems in accordance with Applicable Law. tl;dv will comply with this instruction as soon as reasonably practicable unless EU or EU member state law requires further storage.

9.2. If the Customer has neither requested to erase or return the Personal Data within thirty (30) days from the termination of this DPA, tl;dv shall be entitled to return and/or delete all the Personal Data it has processed on behalf of the Customer in accordance with Section 10.1.

10. Liability

10.1. If a Party becomes liable to a data subject under Applicable Law and the other Party was involved in the same processing which formed the basis for the data subject's claim, the other Party shall (in accordance with article 82(5) of the GDPR) reimburse the liable Party with the part of the compensation corresponding to the other Party's part of the responsibility for the damage. However, this shall not apply if the Party causing the damage can show that it is in no way responsible for the event, act, or omission that caused the other Party damage, such as when a claim could not have been avoided due to fulfillment of the obligations stipulated under this DPA, Applicable Law or other instructions issued by the Customer.

10.2. Each Party's liability under this DPA shall be limited to direct damages and an amount corresponding to 100 % of the total fees paid by the Customer to tl;dv under the Contract for a period of twelve months before the damage occurred.

10.3. For the avoidance of doubt, administrative fines under article 83 of the GDPR, due to a Party's breach of its obligations under the GDPR, will be imposed on the offending Party and are not subject to any liability arrangement between the Parties.

11. Commencement and termination

11.1. This DPA shall become effective on the date of both Parties' agreement to the Contract and shall remain in force during the time tl;dv is processing Personal Data for the Customer under the Contract.

12. Dispute and applicable law

12.1. Any dispute, controversy, or claim arising out of or in connection with this DPA, or the breach, termination, or invalidity thereof, shall be settled as stipulated in the Contract.

12.2. The laws of the Federal Republic of Germany shall govern this DPA and any dispute regarding this DPA.

13. Miscellaneous

13.1. If one or more provisions of this DPA is declared to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

13.2. The Parties agree that they will make any necessary changes and amendments to this DPA in order for it to be compliant with Applicable Law with regards to precedents, new and/or updated guidelines, or other practices from a relevant authority.

13.3. This DPA supersedes all prior arrangements or undertakings between the Parties in relation to the processing of Personal Data that are not consistent with this DPA.

Appendix - Processing of Personal Data

Processing operations	tl;dv provides a meeting recording tool online and subsequently processes Personal Data about meeting participants and Authorized Users of the Service (**"Users"**) using said meeting recording tool.
Purpose of the processing	The purpose of the processing under this DPA is to fulfill tl;dv's obligations under the Contract.
Categories of Data subjects	Authorized Users, meeting participants.
Type of Personal Data that is processed	Only Personal Data relevant to the fulfillment of the Service is collected and processed. Such information usually consists of names, emails, videos, voice, user account information, usage information, product analytics data, technical log data, and other information provided by the users to the Service. Find more information on the types of processed Personal Data in tl;dv's [Privacy Policy]().
Special categories of personal data (sensitive personal data)	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation are considered as special categories of personal data. Processing of sensitive Personal Data shall be made with extra care and security. If a Customer processes sensitive data, they should take the necessary measurements to ensure data privacy and security in accordance with Applicable Law.

Location of Personal Data	The Personal Data collected through the Service by tl;dv is stored and processed inside the EU/EEA, the USA, or in countries that are considered to have an adequate level of protection by the European Commission, or processed by such Sub-processors that have entered into binding agreements that fully comply with the lawfulness of third country transfers, as per Section 8 of the DPA

Signature page of the Software as a Service Contract

between
tldx Solutions GmbH and the Customer

TLDX SOLUTIONS

_____

Place, Date

_____

Managing Director

Customer

_____
Place, Date

_____
Contact person