

Annex 2

Data Processing Addendum ("DPA")

Section 1

Parties and Background

- 1.1 Customer agreed with Echory GmbH, Graf-Adolf-Platz 15, 40213 Düsseldorf ("**Echory**") (each a "**Party**" and collectively the "**Parties**") to the Agreement (as defined in the MSA) under which Echory has agreed to provide Software to Customer (as amended from time to time) during the Term (the "**Agreement**").
- 1.2 In the course of providing the Software under the Agreement, Echory will process Customer Personal Data. This Data Processing Addendum ("**DPA**") regulates the data protection obligations of the Parties when processing Customer Personal Data.
- 1.3 Whether or not one of the following Exhibits of this DPA apply, depends on where the Customer and Customer Affiliates reside. This DPA covers the following situations:
 - 1.3.1 Where the Customer and Customer Affiliate (as defined below) reside in the European Economic Area including the European Union ("**EU**", together the "**EEA**") the Data Processor Clauses (as defined below) laid down in **Exhibit A** of this DPA are intended to govern the processing.
 - 1.3.2 Where the Customer and/or Customer Affiliate (as defined below) reside in the UK (as defined below) the UK Addendum (as defined below) included in **Exhibit B** of this DPA are intended to govern the processing.
 - 1.3.3 Where the Customer and/or Customer Affiliate (as defined below) reside in a Restricted Country (as defined below) the Standard Contractual Clauses (as defined below) and laid down in **Exhibit C** of this DPA are intended to govern the processing.
- 1.4 The mandatory annexes of the Data Processor Clauses and the Standard Contractual Clauses are laid down in Exhibit D.

Section 2

Definitions

- 2.1 Capitalized terms used but not defined within this DPA shall have the meaning set forth in the Agreement. The following capitalized terms used in this DPA shall be defined as follows.
 - 2.1.1 "**Applicable Laws**" means all laws, rules and regulations applicable to either Party's performance under this DPA, including but not limited to those applicable to the processing of Personal Data. This means, in particular, the GDPR and all national laws validly amending the applicable rules for the processing of Personal Data.

- 2.1.2 **"Customer Affiliate"** means an affiliate of the Customer who is a beneficiary to the Agreement.
- 2.1.3 **"Customer Personal Data"** means Personal Data processed by Echory on behalf of Customer or Customer Affiliate in connection with the provision of the services, which may also include Personal Data of Customer and Customer Affiliate's customers and other third parties whose Personal Data is being processed by Customer or a Customer Affiliate.
- 2.1.4 **"Data Processor Clauses"** means standard contractual clauses set out in the annex of the Commission Implementing Decision (EU) 2021/915 of 4 June 2021 on standard contractual clauses between controllers and processors under Article 28(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29(7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council.
- 2.1.5 **"GDPR"** means Regulation (EU) 2016/679 (the **"EU GDPR"**) or, where applicable, the **"UK GDPR"** as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the UK European Union (Withdrawal) Act 2018.
- 2.1.6 **"Personal Data"** means any information relating to an identified or identifiable individual or device, or is otherwise "personal data," "personal information," "personally identifiable information" and similar terms, and such terms shall have the same meaning as defined by applicable data protection laws.
- 2.1.7 **"Restricted Country"** means a country, territory or a specified sector within a country, or an international organization outside the EEA not deemed to ensure an adequate level of protection by the European Commission.
- 2.1.8 **"SCC"** means the Standard Contractual Clauses and the Data Processor Clauses.
- 2.1.9 **"Standard Contractual Clauses"** means module 4 of the standard contractual clauses set out in the annex of the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on 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.
- 2.1.10 **"Sub-processor of Echory"** means a processor appointed by Echory to process Customer Personal Data.
- 2.1.11 **"UK"** means the United Kingdom of Great Britain and Northern Ireland.
- 2.2 The terms "controller", "processor", "data subject", "process", "personal data breach" and "supervisory authority" shall have the same meaning as set out in the GDPR.

Section 3

Interaction with the Agreement

- 3.1 This DPA is incorporated into and forms an integral part of the Agreement and shall be effective and replace any previously applicable data processing and security terms as of the effective date

of the Agreement ("Effective Date"). This DPA supplements and (in case of contradictions) supersedes the Agreement with respect to any processing of Customer Personal Data.

- 3.2 Any processing operation as described in Section 6 and Annex II of Exhibit D to this DPA shall be subject to this DPA.
- 3.3 Customer Affiliates shall be beneficiaries under this DPA and – through Customer (see clauses 3.4 and 3.5) – be entitled to enforce all rights in relation to the Customer Personal Data provided by the respective Affiliate. Customer will ensure that all obligations under this DPA will be passed on to the respective Customer Affiliate.
- 3.4 Customer warrants that it is duly mandated by any Customer Affiliates on whose behalf Echory processes Customer Personal Data in accordance with this DPA to (a) enforce the terms of this DPA on behalf of the Customer Affiliates, and to act on behalf of the Customer Affiliates in the administration and conduct of any claims arising in connection with this DPA; and (b) receive and respond to any notices or communications under this DPA on behalf of Customer Affiliates.
- 3.5 Customer shall be the only point of contact for all communication between the Customer Affiliates and Echory.

Section 4

Scope of Processing Clauses

- 4.1 The Data Processor Clauses included in Section 1 of Exhibit A of this DPA shall by default apply where Customer Personal Data is provided by either Customer or a Customer Affiliate located in the EU and/or EEA, or to which the GDPR otherwise applies.
- 4.2 In addition to the clauses applicable under clause 4.1, the UK Addendum included in Exhibit B shall apply where Customer Personal Data is provided by a Customer or a Customer Affiliate is located in the UK.
- 4.3 The Standard Contractual Clauses included in Section 1 of Exhibit C of this DPA shall by default apply where Customer Personal Data is provided by a Customer or a Customer Affiliate located in a Restricted Country, or to which the GDPR otherwise does not apply.

Section 5

Roles of the Parties

- 5.1 For the purposes of the GDPR, Echory acts as "processor" or "sub-processor". Echory's function as processor or sub-processor will be determined by the function of the Customer:
 - 5.1.1 Where Customer acts as a controller, whereas Echory acts as a processor.
 - 5.1.2 Where Customer acts as a processor on behalf of a controller, Echory acts as a sub-processor.
- 5.2 Where Echory acts as a sub-processor, the terms provided in the Data Processor Clauses or the Standard Contractual Clauses shall apply mutatis mutandis. The Customer must inform Echory if

it acts as a processor under the instructions of a controller. Echory shall process the personal data only on documented instructions from the Customer's controller, as communicated to Echory by the Customer, and any additional documented instructions from the Customer. Such additional instructions shall not conflict with the instructions from the Customer's controller. The Customer's controller or the Customer may give further documented instructions regarding the data processing throughout the duration of the DPA.

Section 6

Subject, Duration, Purpose, and Specification of Processing

- 6.1 The details of data processing (such as subject matter, nature and purpose of the processing, categories of personal data and data subjects) are described by the Parties in the Agreement and in Exhibits D.
- 6.2 The duration of the processing shall correspond to the duration of this DPA as set forth in Section 7.

Section 7

Contract Period

The duration of this DPA coincides with the duration of the Agreement. It commences and terminates with the provision of the services under the Agreement, unless otherwise stipulated in the provisions of this DPA.

Section 8

Miscellaneous

- 8.1 In the event of any conflict between the SCC, the DPA, or the Agreement the order of prevalence between the terms included therein shall be as follows:
 - 8.1.1 where applicable, SCC,
 - 8.1.2 the terms in Exhibit D of the DPA which are meant to fill in the required information for the SCC (where applicable) and, in particular, its Appendix,
 - 8.1.3 the remaining provisions of this DPA, and
 - 8.1.4 the Agreement and other contractual documents.
- 8.2 In the event a clause under the Agreement has been found to violate the Applicable Laws, this shall not affect the validity of the remaining provisions, and the Parties will mutually agree on modifications to the Agreement to the extent necessary to ensure data privacy-law compliant processing.

* * *

Exhibit A
Data Processor Clauses

1. The Parties incorporate by reference the Data Processor Clauses, as amended from time to time, without reproducing their text herein.
2. The Parties acknowledge that the Data Processor Clauses may be embedded within a broader contract provided that their substance is not altered, and that only the permitted selections/options are chosen, and the Annexes are duly completed.
3. The Data Processor Clauses shall apply to the processing of Customer Personal Data to which Article 28 GDPR applies, as set out in this DPA and Exhibit D.
4. Where the Data Processor Clauses present an option between Regulation (EU) 2016/679 and Regulation (EU) 2018/1725, the Parties select Regulation (EU) 2016/679.
5. Clause 5 of the Data Processor Clauses (Docking Clause) does not apply.
6. For the purposes of Clause 7.7 of the Data Processor Clauses the list of Sub-processors agreed between the Parties for the purpose of Clause 7.7(a) of the Data Processor Clauses is set out in Annex IV of Exhibit D to this DPA ("Approved List").
7. The time period in Clause 7.7(a) of the Data Processor Clauses is 2 weeks.
8. For the purposes of Clause 7.7 of the Data Processor Clauses the agreed list of Sub-processors of Echory for the purpose of Clause 7.7(a) of the Data Processor Clauses is set out in Annex IV of Exhibit D to this DPA (the "**Approved List**").
9. Clause 7.7 lit. e) of the Data Processor Clauses shall not apply.
- 9.1 If Customer objects to Echory' use of a new Sub-processor of Echory (including when exercising its right to object under Option 2 of Clause 7.7(a) of the Data Processor Clauses) on reasonable grounds, it shall provide Echory with written notice of the objection within 2 weeks after Echory has provided notice to the Customer described in Clause 7.7(a) of the Data Processor Clauses in Section 1 of this Exhibit A to the DPA of such proposed change ("**Objection**"). If Customer does not object to the engagement within the objection period, consent regarding the engagement shall be assumed. In the event Customer objects to Echory' use of a new Sub-processor of Echory, Customer and Echory will work together in good faith to find a mutually acceptable resolution to address such Objection. If the Parties are unable to reach a mutually acceptable resolution within a reasonable timeframe, either Party may, as its sole and exclusive remedy, terminate the portion of the Agreement relating to the services affected by such change by providing written notice to the other Party. During any such Objection period, Echory may suspend the affected portion of the services. Customer may only request a pro-rata refund if Customer can prove that the Objection is based on justified reasons of non-compliance with Applicable Laws.
10. For the purposes of the Data Processor Clauses:

- 10.1** The information of Annex I (List of Parties) of the Data Processor Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex I of Exhibit D of this DPA;
- 10.2** The information of Annex II (Description of the Processing) of the Data Processor Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex II of Exhibit D to this DPA;
- 10.3** The information of Annex III (Technical and Organisational Measures) of the Data Processor Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex III of Exhibit D to this DPA; and
- 10.4** The information of Annex IV (Subprocessors) of the Data Processor Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex IV of Exhibit D to this DPA.

Exhibit B

UK Addendum

1. Definitions and Interpretation
 - 1.1 Terms used in this UK Addendum but not defined in the DPA have the following meaning:

"UK Data Protection Laws" means all laws relating to data protection, the processing of personal data, privacy and/or electronic communications in force from time to time in the UK, including the UK GDPR and the Data Protection Act 2018.
 - 1.2 This UK Addendum must always be interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the Parties' obligation under the UK Data Protection Laws.
 - 1.3 Where there is any inconsistency or conflict between the UK Addendum and Data Processor Clauses, the UK Addendum overrides the Data Processor Clauses, except where (and in so far as) the inconsistent or conflicting terms of the Data Processor Clauses provides greater protection for data subjects, in which case those terms will override the UK Addendum.
2. Incorporation of and changes to the Data Processor Clauses
 - 2.1 This UK Addendum incorporates the Data Processor Clauses which are amended to the extent necessary so that they ensure compliance with the requirements under Art. 28 UK GDPR.
 - 2.2 The Data Processor Clauses shall be read and interpreted in a manner that is consistent with UK Data Protection Laws and so that it fulfils the parties' obligation to enter into an agreement that complies with Articles 28(3) and (4) of the UK GDPR.
 - 2.3 The Data Processor Clauses are deemed amended to the extent necessary, so they operate:
 - 2.3.1 for processing by Echory on behalf of the Customer, to the extent that UK Data Protection Laws apply to such processing; and
 - 2.3.2 to ensure compliance with Article 28(3) and (4) of the UK GDPR.
 - 2.4 The amendments referred to in Section 2.2 include (without limitation) the following:
 - 2.4.1 references to 'Regulation (EU) 2016/679', '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 (General Data Protection Regulation)' and 'that Regulation' are all replaced by 'UK GDPR';
 - 2.4.2 references to specific Article(s) of 'Regulation (EU) 2016/679' are replaced with the equivalent Article or Section of UK GDPR;
 - 2.4.3 references to Regulation (EU) 2018/1725 are removed;

- 2.4.4** references to the "Union", "EU" and "EU Member State" are all replaced with the "UK"; and
- 2.4.5** references to the "competent supervisory authority" shall be replaced with the Information Commissioner.
- 2.5** References to the 'Clauses' means this UK Addendum, incorporating the Data Processor Clauses.

Exhibit C

Standard Contractual Clauses

- 1.** Module 4 of the Standard Contractual Clauses is included herein by reference, and for the purposes of the Clauses in Module 4 of the Standard Contractual Clauses they shall apply as follows:
 - 1.1** Module 4 of the Standard Contractual Clauses shall apply in the case of the processing under Section 4.3 of the DPA.
 - 1.2** Clause 7 of the Standard Contractual Clauses (Docking Clause) does not apply.
 - 1.3** The option in Clause 11(a) of the Standard Contractual Clauses (Independent dispute resolution body) does not apply.
 - 1.4** With regard to Clause 17 of the Standard Contractual Clauses (Governing law), the Parties agree that the governing law shall be the laws of Germany.
 - 1.5** In Clause 18 of the Standard Contractual Clauses (Choice of forum and jurisdiction), the Parties submit themselves to the jurisdiction of the courts of Düsseldorf, Germany.
- 2.** For the purposes of the Standard Contractual Clauses:
 - 2.1** The information of Annex I.A (List of Parties) of the Standard Contractual Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex I of Exhibit D to this DPA; and
 - 2.2** The information of Annex I.B (Description of Transfer) of the Standard Contractual Clauses shall be deemed to be incorporated in this DPA in the information provided in Annex II of Exhibit D to this DPA.

Exhibit D

Annex I of Exhibit D:

Customer referred to as the controller(s) in the Data Processing Clauses and data importer with respect to the Standard Contractual Clauses:

Name: The Customer is the party who has concluded the Agreement with Echory

Address: is provided by the Customer in the Order

Contact person's name, position, and contact details: are provided by the Customer in the Order

Contact details of the data processing officer: if applicable, are provided by the Customer in the Order

Activities relevant to the data transferred under the Standard Contractual Clauses: as described in the Agreement and the DPA.

Role under Applicable Law: controller or processor on behalf of a third party

Echory referred to as the processor with respect to the Data Processing Clauses and data exporter with respect to the Standard Contractual Clauses:

Name: Echory GmbH

Address: Graf-Adolf-Platz 15, 40213 Düsseldorf

Contact person: Alexander Nowroth, alex@echoryflow.com

Contact details of the data protection support person: alex@echoryflow.com

Activities relevant to the data transferred under the Standard Contractual Clauses: as described in the Agreement and the DPA.

Role under Applicable Law: processor on behalf of Customer as a controller or sub-processor on behalf of Customer as a processor

As an integral part of the Agreement, the DPA is effective without signature starting from the Effective Date of the Agreement

Annex II of Exhibit D:

Categories of data subjects whose personal data is processed

- Employees, freelancer and other people engaged by the Customer accessing the Software.

Categories of personal data transferred (for purposes of Standard Contractual Clauses) and personal data processed (for purposes of Data Processing Clauses)

- What categories of Customer Personal Data is processed or transferred is determined by the Customer. Only data points specified by the Customer are transferred from the specified data sources. Such data points are only employee data, management personnel, job applicant or job candidates such as:
 - o Contact information (e.g., email address, name);
 - o Software usage data of the end-user; and
 - o Audio data from live conversations processed through the Software, which may include voice recordings of identifiable natural persons (e.g., sales representatives, customer contacts, or other individuals participating in the conversation).

For purposes of the Standard Contractual Clauses, the frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis).

- Transfer on a continuous basis as Software is used by the Customer.

Nature of the processing

- Echory offers a real-time AI decision support platform as a Software-as-a-Service (SaaS) application that enables real-time decision and knowledge support during live business conversations. The processing activities include, but are not limited to, the collection, streaming, transcription, analysis, adaptation or alteration, retrieval, consultation, use, storage, sharing, transmission, combination, restriction, deletion, structuring, and organization of data. These activities support real-time decision support, operational efficiency, and sales optimization, and may also extend to integration with other enterprise systems and the provision of professional services such as consulting and custom software development.

Purpose(s) for which the personal data is processed, and for purposes of the Standard Contractual Clauses transferred, on behalf of the Customer

- The purpose of the processing and transfer is to ensure the delivery and performance of services agreed in the Order.

For Purposes of the Data Processing Clauses, the duration of the processing and for Purposes of the Standard Contractual Clauses, the period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

- The personal data is processed for the duration of the contractual relationship. Audio data is processed in real time (in-memory processing) and is not permanently stored unless explicitly agreed otherwise. After termination of the contractual relationship, the personal data is deleted in accordance with the internal deletion concept of Echory.

For processing by (sub-) processors for purposes of the Data Processing Clauses, and for transfer to Sub-processors of Echory, also specify subject matter, nature and duration of the processing

- Sub-processors of Echory are used solely for the purpose of hosting the Software provided by Echory, analyze the use of the Software, and to provide support and maintenance services. Such transfer and/or processing serves the purpose of providing the services and occurs for the duration of the contractual relationship. The nature of the processing includes activities such as storing, transmitting, deleting, structuring, organization.

Annex III of Exhibit D:

Detailed information about Technical and Organizational Security Measures are provided under the URL <https://echoryflow.com/toms/> .

1. Pseudonymisation and Encryption, Art. 32 para 1 point a GDPR

Pseudonymisation contains measures that enable one to process personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that this additional information is stored separately, and is subject to appropriate technical and organizational measures. Encryption contains measures that enable one to convert clearly legible information into an illegible string by means of a cryptographic process.

- Stored data is encrypted where appropriate, including any backup copies of the data

2. The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services, Art. 32 para 1 point b GDPR

Confidentiality and integrity are ensured by the secure processing of personal data, including protection against unauthorized or unlawful processing and integrity and availability by measures to protect against accidental loss, destruction or damage.

2.1 Confidentiality

2.1.1. Physical access control

Measures that prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used.

- Physical access control systems
- Definition of authorized persons; management and documentation of individual authorizations
- Regulation of visitors and external staff
- Monitoring of all facilities housing IT systems
- Logging of physical access

2.1.2 System/Electronic access control

Measures that prevent data processing systems from being used without authorization.

- User authentication by simple authentication methods (using username/password), including two-factor authentication where adequate
- Secure transmission of credentials (using TLS)
- Automatic account locking
- Suspending inactive sessions
- Guidelines for handling passwords and certificates
- Definition of authorized persons
- Managing means of authentication
- Access control to infrastructure that is hosted by cloud service provider
- In-time revocation of access for people who no longer need access / leave the company
- Automated alerting on illegal attempts of logging systems directly or indirectly connected to personal data
- Unique credentials per user
- Use of jump server to restrict access where adequate

2.1.3 Internal Access Control

Measures that ensure that persons entitled to use a data processing system have access only to the data to which they have a right of access, and that personal data cannot be read, copied, modified or removed without authorization in the course of processing or use and after storage.

- Automatic and manual locking
- Access right management
- Access right management including authorization concept, implementation of access restrictions, implementation of the “need-to-know” principle, managing of individual access rights

2.1.4 Isolation/Separation Control

Measures to ensure that data collected for different purposes can be processed (storage, amendment, deletion, transmission) separately.

- Network separation

- Segregation of responsibilities and duties
- Document procedures and applications for the separation
- Logical tenant-level data isolation (multi-tenant architecture with strict separation of Customer Data per tenant)
- No use of Customer Data (including audio and conversation data) for generalized AI model training across customers
- Processing of Customer Data is strictly limited to the provision of contracted services unless explicitly agreed otherwise in writing

2.1.5 Job Control

Measures that ensure that, in the case of commissioned processing of personal data, the data are processed strictly corresponding the instructions of the principal.

- Training and confidentiality agreements for internal staff and external staff
- Information security assessment for vendors/partners

2.2. Integrity

2.2.1 Data transmission control

Measures ensure that personal data cannot be read, copied, modified or removed without authorization during electronic transmission or transport, and that it is possible to check and establish to which bodies the transfer of personal data by means of data transmission facilities is envisaged.

- Secure transmission between client and server and to external systems by using industry-standard encryption
- Secure network interconnections ensured by Firewalls, anti-virus programs, routinely patching software etc.
- Logging of transmissions of data from IT system that stores or processes personal data

2.2.2 Data input control

Measures that ensure that it is possible to check and establish whether and by whom personal data have been input into data processing systems, modified or removed.

- Logging authentication and monitored logical system access

- Logging of data access including, but not limited to access, modification, entry and deletion of data
- documentation of data entry rights and partially logging security related entries.

2.3 Availability and Resilience of Processing Systems and Services

Availability includes measures that ensure that personal data is protected from accidental destruction or loss due to internal or external influences. Resilience of processing systems and services includes measures that ensure the ability to withstand attacks or to quickly restore systems to working order after an attack.

- Backup Concept
- Implementation of transport policies
- Protection of stored backup media

3. The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident, Art. 32 para 1 point c GDPR

Organizational measures that ensure the possibility to quickly restore the system or data in the event of a physical or technical incident.

- Continuity planning (Recovery Time Objective)

4. A process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing, Art. 32 para 1 point d GDPR

Organizational measures that ensure the regular review and assessment of technical and organizational measures.

- Testing of emergency equipment
- documentation of interfaces and personal data fields
- Internal assessments

Annex IV of Exhibit D:

The Customer has authorized the use of the following Sub-processor(s) of Echory:

Subprocessor	Role	Country	Website	Transfer Mechanism	Data Sent
Amazon Web Services EMEA SARL	Cloud infrastructure, compute, database, object storage	Ireland (EU)	aws.amazon.com/compliance/gdpr-center	Within EU (no transfer)	All Customer Personal Data stored in the Software
Deepgram, Inc.	Real-time speech-to-text (ASR). Receives audio stream, returns transcript.	USA	https://developers.deepgram.com/trust-security/data-privacy-compliance	Standard Contractual Clauses (Module 2)	Raw voice audio (16kHz PCM) during live sessions only
OpenAI, LLC	LLM inference for 6 AI agents (StateAgent, NBAAgent, BlinkerDot, ObjectiveAgent, ExecutiveSummaryAgent, MeetingReviewAgent)	USA	https://openai.com/de-DE/enterprise-privacy/	Standard Contractual Clauses (Module 2)	Transcript text, meeting context, objectives, company research data
INSTRAT Technology ApS	Software development, maintenance, and technical support	Denmark (EU)	instrat360.com	Within EU (Denmark); Standard Contractual Clauses (Module 3)	Potential remote access to Customer Personal Data

				for remote access from Bangladesh	stored in the Software for debugging , maintenan ce, and support purposes
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