Data Processing Agreement

Last Updated: September 14th, 2026

This Data Processing Agreement (this "**Agreement**") is made between you, as the data controller ("**Controller**") and EPOS Group A/S, with its principal place of business at Industriparken 27, DK-2750 Ballerup, Denmark, as the data processor ("**EPOS**"), under the following circumstances:

A. EPOS may provide EPOS Connect, EPOS Manager, and other software (collectively, the "**Software**") to employees of Controller, which may require EPOS to Process Personal Data on Controller's behalf (collectively, the "**Services**").

B. The respective Services are outlined in the end-user license agreement between the parties (the "**Agreement**").

C. The parties now desire to enter into this DPA to provide protections for Personal Data (as defined below), which EPOS may Process (as defined below) in the performance of the Services.

NOW, THEREFORE, in consideration of the mutual promises contained in this DPA, the parties agree as follows:

1. DEFINED TERMS

1.1 As used in this Agreement:

1.1.1. "**Cross-Border Transfer**" means any transfer of Personal Data between countries.

1.1.2. "**Damages**" means any and all claims, losses, liabilities, damages and expenses (including reasonable attorneys' fees) arising from or in connection with an indemnifiable event under Section 8, including expenses associated with (i) investigating a Data Breach, (ii) providing notice to data protection authorities regarding a Data Breach, and (iii) providing notice to individuals regarding a Data Breach.

1.1.3. "**Data Protection Laws**" means all applicable laws regarding privacy and data protection;

1.1.4. "**Privacy Requests**" means a request from an individual to exercise that individual's rights under Data Protection Laws regarding Personal Data, including the rights of access, rectification, erasure, objection, and portability;

1.1.5. "**Processing**" or "**Process**" means any operation or set of operations related to the collection, organization, structuring, storage, usage, alteration, disclosure, or erasure of Personal Data;

1.1.6. "**Subprocessor**" means any entity engaged by EPOS to Process Personal Data on behalf; and

1.1.7. "**Written Instructions**" mean this DPA and the Agreement that constitute User's documented instructions regarding EPOS's processing of Persona Data on behalf of the Controller.

1.2. Unless otherwise defined in in this DPA, all capitalised terms used shall have the meanings given to them in the Data Protection Laws.

2. OBLIGATIONS OF EPOS

2.1. EPOS shall comply with Data Protection Laws when Processing Personal Data, as further described in Exhibit 1. EPOS shall make available to Controller all information reasonably necessary to demonstrate its compliance with Data Protection Laws.

2.2. EPOS shall only Process Personal Data to the extent required to provide the Services or to fulfil Controller's Written Instructions.

2.3. EPOS shall not sell, share, rent, use, or Process Personal Data for any other purpose, except as required for the provision of the Services or as required by law.

2.4. If EPOS is required by law to Process Personal Data for any other purpose, EPOS shall notify Controller before engaging in the Processing, unless prohibited by law.

2.5. If EPOS believes Controller's instructions violate Data Protection Laws, it shall notify Controller in writing (by email), unless prohibited by law, and shall not engage in the Processing.

2.6. In accordance with Data Protection Laws, EPOS shall implement adequate technical and organizational measures to ensure an appropriate level of security appropriate to the risk, including inter alia as appropriate:

2.6.1. the pseudonymisation and encryption of personal data;

2.6.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

2.6.3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

2.6.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2.7. EPOS shall ensure personnel authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.8. EPOS shall provide written notice, including via email, to Controller without undue delay:

2.8.1. if EPOS receives any Privacy Requests. EPOS shall not respond and shall not be responsible to respond to Privacy Requests unless directed to do so by Controller;

2.8.2. of any legally binding request for disclosure of Personal Data by a law enforcement authority, unless prohibited by law;

2.8.3. of any violations of Data Protection Laws or this DPA by EPOS or its employees or Subprocessors in connection with this DPA; or

2.8.4. if it determines it can no longer comply with Data Protection Laws or this DPA.

2.9. EPOS shall reasonably assist Controller with its obligations under Data Protection Laws, including assisting Controller with:

2.9.1. conducting data protection impact assessments,

2.9.2. fulfilling Privacy Requests, and

2.9.3. responding to and conducting prior consultations with data protection authorities.

3. SUBP-ROCESSOR

3.1. Controller gives EPOS a general authorization to engage Subprocessors, provided that EPOS complies with all the following requirements:

3.1.1. EPOS shall notify Controller of any intended changes concerning the addition or replacement of Subprocessors by updating the subprocessor list in Section 3.2;

3.1.2. EPOS shall give Controller 10 business days to object to the addition or replacement of a Subprocessors. If Controller objects, the parties shall negotiate in good faith to resolve the objection;

3.1.3. EPOS shall remain fully liable to Controller for the performance of Subprocessors' obligations; and

3.1.4. EPOS shall execute with Subprocessors a written agreement with data protection obligations at least as restrictive as those set out in this Agreement.

3.2. Subprocessors that are currently engaged by EPOS are available at: https://www.eposaudio.com/software/sub-processors

4. AUDITS AND INFORMATION REQUESTS

4.1. EPOS shall prove to the Controller compliance with the obligations set forth in this DPA by appropriate means (e.g., by conducting a self-audit, documented internal binding corporate rules including external evidence of compliance, certificate on data protection and/or information security, approved codes of conduct or certificates).

4.2. Should inspections by an independent auditor be necessary in individual cases, these shall be carried out during normal business hours without disrupting business operations, after notification, taking into account a reasonable lead time. In this context, the Controller agrees to the appointment of an independent external auditor by EPOS. Controller shall bear the costs incurred in relation to audits under this Section.

4.3. EPOS shall, upon request and provided that the parties have an applicable NDA in place, provide Controller with a copy of the audit report pursuant to Section 4.2 of this DPA, so that Controller can reasonably verify EPOS's compliance with its obligations under this DPA.

5. DATA BREACH

5.1. EPOS shall provide written notice to Controller without undue delay upon becoming aware of a potential or suspected Data Breach.

5.2. The written notice of a Data Breach shall include all information relevant to assist Controller with its own notification obligations under Data Protection Laws, including the nature of the Data Breach, the number of impacted individuals, the number of impacted records, contact details for EPOS's data protection officer or privacy contact, the potential consequences to individuals, and the steps taken in response to the Data Breach.

6. CROSS-BORDER TRANFERS

6.1. EPOS shall comply with all requirements under Data Protection Laws regarding Cross-Border Transfers, including where required, implementing standard contractual clauses or binding corporate rules.

6.2. To the extent required by Data Protection Laws, the parties hereby enter to the following standard contractual clauses, which shall be populated with the corresponding information from this Agreement:

6.2.1. The standard contractual clauses set out in Commission Implementing Decision (EU) 2021/194, MODULE TWO: Transfer Controller to Processor;

6.2.2. The standard contractual clauses set out in the United Kingdom International Data Transfer Addendum to the EU Commission Standard Contractual Clauses; and

6.2.3. The standard contractual clauses set out in the Annex to the Chinese "Measures for Standard Contracts on the Export of Personal Information" (个人信息出境标准合同办法).

6.2.4. The standard contractual clauses set out in Brazil National Data Protection Authority Resolution CD/ANPD No. 19 of 23 August 2024.

6.2.5. The standard contractual clauses set out in the Turkish Data Protection Authority Standard Contract to Be Used in the Transfer of Personal Data Abroad 2 (From Data Controller to Data Processor).

6.3. In the event of any conflict between this DPA and the standard contractual clauses in Section 6.2, the standard contractual clauses shall control.

7. TERMINATION

7.1. This DPA shall terminate automatically upon the later of (1) termination of the Agreement, and (2) the date that EPOS no longer possesses Personal Data.

7.2. Upon termination of this DPA, EPOS shall promptly deliver to Controller or destroy, at Controller's sole option, all Personal Data in its possession or under its control. Upon request, EPOS shall provide to Controller a written certification of destruction.

8. LIMITATION OF LIABLITY

8.1. The liability of the parties shall be governed by the provisions of the Agreement.

9. MISCELLANEOUS PROVISIONS

9.1. In the event of any conflict between this DPA and the Agreement or any other agreement between the parties, this DPA shall control.

9.2. In the event there is a change to Data Protection Laws, the parties shall reasonably cooperate to comply with such Data Protection Laws.

9.3. EPOS may amend this DPA at any time, and the then-current DPA terms will apply to any subsequent use of the EPOS Service and Application.

9.4. Should any provision of this DPA be or become invalid, that shall not affect the validity of the remaining terms. The parties shall cooperate in good faith to agree to new terms that achieve a legally valid result that comes closest to that of the invalid provision.

9.5. This DPA shall be governed by the same law that governs the Agreement.

Exhibit 1 – Description of Processing

Subject Matter, Extent, Type and Purpose

The Processor collects and processes personal data and other data from users of the Software to allow the Controller to distribute client software and product software and carry out maintenance of associated products and configuration of products belonging to associated users. The data collected will also allow the Controller to analyze the usage of the units. The data will be processed until the Controller terminates the agreement with EPOS.

Duration

The Processing covered by this Agreement shall last for the duration of Controller's use of the Software, including a reasonable time thereafter to facilitate the deletion of Personal Data.

Data Subjects

Controller users (employees or contractors) utilizing the Software.

Categories of Data

EPOS processes the following categories of Personal Data on behalf of Controller:

- Identifiers provided by Controller or Controller users (name, email address, telephone number, IP address, MAC address, machine name)

- Usage information related to the Software, products, call activity statistics, softphone, and host information