DATA PROCESSING AGREEMENT

This Data Processing Addendum ("**DPA**") forms part of the Master Framework Agreement or other written or electronic agreement between IPsoft and Customer the (**"Underlying Contract"**) for the purchase of IPsoft products and services (including associated offline or mobile components) from IPsoft (identified either as "**Services**" or otherwise in the applicable agreement, and hereinafter defined as "**Services**") (the "**Agreement**") to reflect the parties' agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent IPsoft processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, IPsoft may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

Application of This DPA

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the IPsoft entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an order with IPsoft or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that order and any renewal orders, and the IPsoft entity that is party to such order is party to this DPA.

If the Customer entity signing the DPA is not a party to an order or the Agreement directly with IPsoft but is instead a customer indirectly via an authorized reseller of IPsoft and IPsoft provides support and maintenance directly to Customer, this DPA is not applicable to you. Contact IPsoft at datatransfers@ipsoft.com for assistance.

If the entity belonging to the Customer's group signing this DPA is neither a party to an order nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA, and Affiliates of such Customer entity will benefit under this DPA via Section 9.1.2 below.

This DPA shall not replace any additional rights relating to Processing of Customer Data previously negotiated by Customer in the Agreement (except that this will replace any older and existing data processing addendum unless otherwise agreed to between Customer and IPsoft).

How to Execute This DPA

1.   This DPA consists of two parts: the main body of the DPA and the Attachments.

2.   The Standard Contractual Clauses in Attachment 1 have been pre-signed by IPsoft Incorporated.

3.   To complete this DPA, Customer must:

   (a)   Complete the information in the signature box and sign on Page 6.

   (b)   Complete the information regarding the data exporter on Pages 8 and 11.

   (c)   Complete the information in the signature box and sign on Page 12 and 13.

4.   Submit the completed and signed DPA to IPsoft via datatransfers@ipsoft.com providing a return email address. Please provide a copy of your agreement with IPsoft or the name of the IPsoft entity you have a contract with and an agreement reference (if available).

5.   IPsoft will confirm and return the DPA to the Customer. Upon submitting the validly completed DPA to the email address provided by the Customer, this DPA will become legally binding.

Data Processing Terms

1.0   DEFINITIONS

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

- "**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland, and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and IPsoft, but has not signed its own Order Form with IPsoft and is not a "Customer" as defined under the Agreement.

- **"Controller"** means the entity which determines the purposes and means of the Processing of Personal Data. Typically, the Controller is the Customer unless otherwise specified by the Customer.

- **"Customer Data"** means what is defined in the Agreement as "Customer Data" or "Your Data."

- **"Data Protection Laws and Regulations"** or **"Data Protection Laws"** means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

- **"Data Subject"** means the identified or identifiable person to whom Personal Data relates.

- "**GDPR**" means the 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 (General Data Protection Regulation).

- **"Personal Data"** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

- **"Processing"** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

- **"Processor"** means the entity which Processes Personal Data on behalf of the Controller.

- **"Security, Privacy and Architecture Documentation"** means the Security, Privacy and Architecture Documentation applicable to the specific Services purchased by Customer, as updated from time to time, and will be made available via IPsoft's website or as otherwise made reasonably available by IPsoft.

- **"IPsoft"** means the IPsoft entity which is a party to this DPA, as specified in the section "Application of this DPA " above, being IPsoft Incorporated, a New York corporation; IPsoft EU Holding B.V. a company incorporated in the Netherlands; IPsoft Global Services Private Limited, an Indian private limited company; IPsoft Japan K.K., a Japanese kabushiki kaisha; IPsoft Canada Inc., a Canadian national corporation; IPsoft GmbH, a German corporation; IPsoft UK Limited, a company registered in England and Wales; and IPsoft Sweden AB, a Swedish company, as appropriate (and as may be expanded or reduced from time-to-time).

- **"IPsoft Group"** means IPsoft and its Affiliates engaged in the Processing of Personal Data.

- **"Standard Contractual Clauses"** means the agreement executed by and between Customer and IPsoft Incorporate and attached hereto as Schedule 5 pursuant to the European Commission's decision (C(2010)593) of 5 February 2010 on Standard Contractual Clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

- **"Sub-processor"** means any Processor engaged by IPsoft or a member of the IPsoft Group.

- "**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2.0   PROCESSING OF PERSONAL DATA

2.1   Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, IPsoft is the Processor and that IPsoft or members of the IPsoft Group will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2   Customer's Processing of Personal Data. Customer shall, in its use of the Services, process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3   IPsoft's Processing of Personal Data. IPsoft will process Personal Data in accordance with the applicable Data Protection Laws and Regulations. IPsoft shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing to comply with other reasonable instructions provided by Customer (e.g., via a support ticket) where such instructions are consistent with the terms of the Agreement, and (iii) Processing of Personal Data that is required under applicable law to which IPsoft or an IPsoft Affiliate is subject, including but not limited to applicable Data Protection Laws, in which case IPsoft or the relevant IPsoft Affiliate shall to the extent permitted by applicable law, inform the Customer of such legally required Processing of Personal Data.

2.4   Details of the Processing. As required under Article 28(3) of the GDPR, the subject matter and duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects are set forth in Schedule 1 to this DPA (titled "Schedule 1: Details of the Processing"). The subject matter of Processing of Personal Data by IPsoft is the performance of the Services provided under the Agreement. Upon prior written notice, Customer may request reasonable amendments to Schedule 1 as Customer reasonably considers necessary to meet the requirements of Article 28(3) of the GDPR and IPsoft will review such requested changes. Nothing in Annex 1 confers any right or imposes any obligation on any party to this DPA.

3.0   RIGHTS OF DATA SUBJECTS

3.1   Data Subject Requests. IPsoft shall, to the extent legally permitted, promptly notify Customer if IPsoft receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure

("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, IPsoft shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, IPsoft shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent IPsoft is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from IPsoft's provision of such assistance. Except to the extent required by applicable law, IPsoft shall not respond to any such Data Subject Request without Customer's prior written consent except to confirm that the request relates to Customer.

4.0 IPSOFT PERSONNEL

4.1 Confidentiality. IPsoft shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. IPsoft shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. IPsoft shall take commercially reasonable steps to ensure the reliability of any IPsoft personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. IPsoft shall ensure that IPsoft's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. Members of the IPsoft Group have appointed a data protection officer and some may have appointed a data protection manager. The appointed person(s) may be reached at datenschutz@gdi-mbh.eu (DPO direct contact), datatransfers@ipsoft.com (data transfer team), privacy@ipsoft.com (privacy team), or at such other address as specified on www.ipsoft.com for such contacts.

5.0 SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) IPsoft's Affiliates (set forth in the Sub-Processor List, defined below) may be retained as Sub-processors; and (b) IPsoft and IPsoft's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. Any such Sub-processors will be permitted to obtain Personal Data only to deliver the services IPsoft has retained them to provide, and are prohibited from using Customer Data for any other purpose. IPsoft or an IPsoft Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data and that meet the obligations of Article 28(3) of the GDPR (or applicable Data Protection Law) to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 Objection Right for New Sub-processors. Customer may object to IPsoft's use of a new third-party Sub-processor by notifying IPsoft in writing within fifteen (15) days after receipt of IPsoft's notice of appointment of a new Sub-processor (including full details of the Processing to be undertaken by the Sub-processor). If, within such notice period, Customer notifies IPsoft in writing of any objections (on reasonable grounds) to the proposed appointment, neither IPsoft nor any IPsoft Affiliate shall appoint (or disclose any Customer Personal Data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by Customer and Customer has been provided with a reasonable written explanation of the steps taken.

5.3 Liability. IPsoft shall be liable for the acts and omissions of its Sub-processors to the same extent IPsoft would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6.0 SECURITY

6.1 Controls for the Protection of Customer Data. 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, Customer and IPsoft shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. IPsoft will maintain appropriate technical and organizational measures for protection of the security, confidentiality and integrity of Personal Data that meet the requirements for a Data Processor under Article 32 of the GDPR. IPsoft regularly monitors compliance with these safeguards. IPsoft will not materially decrease the overall security of the Services during the term of IPsoft's provision of such Services pursuant to the applicable Agreement or order form thereunder.

6.2 Third-Party Certifications and Audits. IPsoft has obtained certain third-party certifications and audits related to our security practices. Upon Customer's written request at reasonable intervals, IPsoft shall provide a copy of IPsoft's then most recent third-party audits or certifications, as applicable, or any summaries thereof, related to the Processing of Personal Data of Customer, that IPsoft generally makes available to its customers at the time of such request. IPsoft shall make available to Customer, upon reasonable written request, such information necessary to demonstrate compliance with this DPA, and shall allow for written audit requests by Customer or an independent auditor in relation to the Processing of Personal Data to verify that IPsoft employs reasonable procedures in compliance with this Addendum, provided that Customer shall not exercise this right more than once per year. Such information and audit rights are provided under this section 6.2 to the extent the Agreement does not provide such audit rights that meet the requirements of applicable Data

Protection Laws (including, where applicable, Article 28(3)(h) of the GDPR). Any information provided by IPsoft and/or audits performed pursuant to this section are subject to the confidentiality obligations set forth in the Agreement.

7.0 SECURITY BREACH MANAGEMENT AND NOTIFICATION

7.1 IPsoft will promptly notify Customer, without undue delay, after IPsoft becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unlawful access to any Customer's Personal Data that is transmitted, stored, or otherwise Processed by IPsoft or its Sub-Processors of which IPsoft becomes aware ("**Security Breach**"). IPsoft will use reasonable efforts to identify the cause of such Security Breach and shall promptly and without undue delay: (a) investigate the Security Breach and provide Customer with information about the Security Breach, including if applicable, such information a Data Processor must provide to a Data Controller under Article 33(3) of the GDPR to the extent such information is reasonably available; and (b) take reasonable steps to mitigate the effects and to minimize any damage resulting from the Security Breach to the extent the remediation is within IPsoft's reasonable control. The obligations herein shall not apply to any breach that is caused by Customer or Customer's Users. Notification will be delivered to Customer in accordance with Section 7.2 below.

7.2 Notice of Security Breaches, if any, will be delivered to one or more of Customer's business, technical, or administrative contacts by any means IPsoft selects, including via email. It is Customer's sole responsibility to ensure it maintains accurate contact information with IPsoft at all times. Customer may specify an additional contact upon signature of this DPA.

7.3 IPsoft's obligation to report or respond to a Security Breach under this Section is not and will not be construed as an acknowledgement by IPsoft of any fault or liability with respect to the Security Breach.

8.0 RETURN AND DELETION OF CUSTOMER DATA

8.1 IPsoft shall return Customer Data to Customer and/or delete Customer Data in accordance with IPsoft's procedures and Data Protection Laws and/or consistent with the terms of the Agreement. At Customer's request, IPsoft shall delete or return all Personal Data to Customer after the end of the provision of Services relating to Processing, and delete existing copies, unless applicable Data Protection Law requires storage of the Personal Data.

9.0 AUTHORIZED AFFILIATES

9.1 **Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable under Data Protection Laws, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between IPsoft and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.

9.2 **Communication.** The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with IPsoft under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 **Limitation of Liability.** Each party's and all of its Affiliates' liability, taken together in the aggregate , arising out of or related to this DPA, and all DPAs between Authorized Affiliates and IPsoft, whether in contract, tort or under any other theory of liability, is subject to the "Limitation of Liability" section of the Underlying Contract governing the applicable Services, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together. For clarity, IPsoft and its Affiliates' total liability for all claims by Customer and its Authorized Affiliates will apply in the aggregate for all claims under the Underlying Contract and all DPAs established under the Agreement. This Section 9.3 will not apply to limit IPsoft's liability for damages to the Customer where IPsoft has failed to comply with the obligations of this DPA or the Applicable Data Protection Laws and Regulations.

9.4 **Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with IPsoft, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

9.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against IPsoft directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).

9.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on IPsoft and its Sub-Processors by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10.0 EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. With effect from 25 May 2018, IPsoft will Process Personal Data in accordance with the GDPR requirements directly applicable to IPsoft's provision of its Services.

10.2 Data Protection Impact Assessment. Upon Customer's request, IPsoft shall provide Customer with reasonable cooperation and assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to IPsoft. IPsoft shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR.

10.3 Transfer mechanisms for data transfers. IPsoft shall not transfer Personal Data of Customer except lawfully, in compliance with applicable Data Protection Laws and Personal Data will be transferred in accordance with IPsoft's statement and terms set out at https://www.ipsoft.com/legal-index under the heading "Data Transfers." Solely for the provision of Services to Customer under the Agreement and subject to this Section 10.3, Customer hereby authorizes IPsoft to make routine transfers of Personal Data to the local IPsoft Group entity and/or approved Sub-processors of IPsoft. Notwithstanding, in the event that Personal Data of Customer is transferred from the European Union, the European Economic Area and/or their member states, Switzerland, and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of the Data Protection Laws of the foregoing territories ("**Restricted Transfers**"), IPsoft complies with the provisions of Section 10.3(a) and 10.3(b), with respect to such Restricted Transfers.

   a. IPsoft Incorporated and its U.S. Affiliates self-certify to and comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and IPsoft shall ensure that such entities maintain their self-certifications to and compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.

   b. The Standard Contractual Clauses apply to (i) the legal entity that has executed the Standard Contractual Clauses as a data exporter and its Authorized Affiliates and, (ii) all Affiliates of Customer established within the European Economic Area, Switzerland, and the United Kingdom which have entered into an agreement for the purchase of products or services from IPsoft. For the Standard Contractual Clauses, the aforementioned entities shall be deemed "data exporters".

10.4 Order of precedence. In the event that Services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) IPsoft's EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications and (2) the Standard Contractual Clauses.

10.5 Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to IPsoft for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 5(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement and applicable Order Form(s); (b) Processing initiated by Users in their use of the Services and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email or support tickets) where such instructions are consistent with the terms of the Agreement.

10.6 Appointment of new Sub-processors and List of current Sub-processors. In accordance with Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees to the Sub-Processor provisions set forth in Section 5 of this DPA. The list of IPsoft Sub-processors used by IPsoft in connection with its provision of the Services is set forth in Schedule 3, and such list includes all Sub-processors' identities and country of location ("**Sub-processor List**"). In the event IPsoft makes any changes or additions to such list, the current Sub-processor List is (or will be) made available to Customer at: https://www.ipsoft.com/legal under the title "Sub-processor List"), thereby giving Customer the opportunity to object to such changes (as set further set forth in section 5.2).

10.7 Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 5(h) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that IPsoft may engage new Sub-processors as described in Section 5 of this DPA.

10.8 Copies of Sub-Processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by IPsoft to Customer pursuant to Clause 5(j) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by IPsoft beforehand; and, that such copies will be provided by IPsoft, in a manner to be determined in its discretion, only upon request by Customer.

10.9 Audits and Certifications. The parties agree that the audits described in Clause 5(f) and Clause 12(2) of the Standard Contractual Clauses shall be carried out in accordance with the specification below:

   Upon Customer's request, and subject to the confidentiality obligations set forth in the Agreement, IPsoft shall make available to Customer that is not a competitor of IPsoft (or Customer's independent, third-party auditor that is not a competitor of IPsoft) information regarding the IPsoft Group's compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits (as applicable), or any summaries

thereof, to the extent IPsoft makes them generally available to its customers. Customer may contact IPsoft in accordance with the "Notices" Section of the Agreement to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse IPsoft for any time expended for any such on-site audit at the IPsoft Group's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and IPsoft shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, considering the resources expended by IPsoft. Customer shall promptly notify IPsoft with information regarding any non-compliance discovered during an audit.

10.10 Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of the Standard Contractual Clauses shall be provided by IPsoft to Customer only upon Customer's request.

10.11 Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses **in Schedule 2**, the Standard Contractual Clauses shall prevail. If this document has been electronically signed by either party such signature will have the same legal affect as a hand-written signature.

11.0 PARTIES TO THIS DPA

The Section "APPLICATION OF THIS DPA" specifies which IPsoft entity is party to this DPA. In addition, IPsoft Incorporated is a party to the Standard Contractual Clauses in Schedule 2. Notwithstanding the signatures below of any other IPsoft entity, such other IPsoft entities are not a party to this DPA or the Standard Contractual Clauses. Where IPsoft is a different legal entity than IPsoft Incorporated, IPsoft is carrying out the obligations of the data importer as set out in Schedule 2 "Standard Contractual Clauses" on behalf of IPsoft Incorporated.
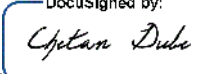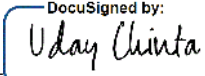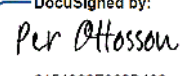
12.0 LEGAL EFFECT

This DPA shall only become legally binding between Customer and IPsoft (and IPsoft Incorporated, if different) when the formalities steps set out in the Section "HOW TO EXECUTE THIS DPA" above have been fully completed.

13.0 LIST OF SCHEDULES

- Schedule 1: Details of the Processing
- Schedule 2: Standard Contractual Clauses

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER	IPSOFT INCORPORATED
Customer Name: _____	DocuSigned by: *Chetan Dube* Signature: _____ 7C7643E0E04649C... _____
Signature: _____	
Print Name: _____	Print Name: Chetan Dube
Title: _____	
Date: _____	Title: President
CUSTOMER SPECIFIC DATA PRIVACY CONTACT: _____ _____ _____	Date: May-30-2018 | 4:24:46 PM EDT _____
IPSOFT GLOBAL SERVICES PRIVATE LIMITED	**IPSOFT EU HOLDING B.V.**
DocuSigned by: *Uday Chinta* Signature: _____ D1E517B4DA2B482... _____	DocuSigned by: *Per Ottosson* Signature: _____ 6154923F968B409... _____
Print Name: Uday Chinta	Print Name: Per Ottosson
Title: Managing Director	Title: Director
Date: Jun-01-2018 | 12:49:41 PM EDT _____	Date: Jun-01-2018 | 5:25:02 AM EDT _____

SCHEDULE 1 – DETAILS OF THE PROCESSING

Nature and Purpose of Processing
IPsoft will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Duration of Processing
Subject to Section 8 of the DPA, IPsoft will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects
Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data
Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Financial data (transactions, account information, financial situation, all as specific to a natural person)
- Conversation data (except to the extent that such data is anonymized or pseudonymized)
- Localisation data

Customer Modifications to the DPA
Customer and IPsoft will list any modifications to the DPA in this section. Modifications must be approved and accepted by both Customer and IPsoft and indicated by initials.

SCHEDULE 2 – TRANSFER MECHANISMS FOR EUROPEAN DATA TRANSFERS

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

Name of the data exporting organization:

Address:

Tel.: _____; fax: _____; e-mail: _____

Other information needed to identify the organization

....

(the data **exporter**)

And

Name of the data importing organization: IPsoft Incorporated

Address: 17 State Street, New York, New York 10004

e-mail: datatransfers@ipsoft.com

(the data **importer**)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Background

The data exporter has entered into a data processing addendum ("DPA") with the data importer. Pursuant to the terms of the DPA, it is contemplated that services provided by the data importer will involve the transfer of personal data to data importer. Data importer is located in a country not ensuring an adequate level of data protection. To ensure compliance with Directive 95/46/EC and applicable data protection law, the controller agrees to the provision of such Services, including the processing of personal data incidental thereto, subject to the data importer's execution of, and compliance with, the terms of these Clauses.

Clause 1
Definitions

For the purposes of the Clauses:

(a)   *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; [*If these Clauses are governed by a law which extends the protection of data protection laws to corporate persons, the words "except that, if these Clauses govern a transfer of data relating to identified or identifiable corporate (as well as natural) persons, the definition of "personal data" is expanded to include those data" are added.*]

(b)   '*the data exporter*' means the controller who transfers the personal data;

I   *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC; [*If these Clauses are not governed by the law of a Member State, the words "and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC" are deleted.*]

(d)   *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

I   '*the applicable data protection law*' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2
Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3
Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to I, and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to I and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights

and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to I and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4
Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

I that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

I that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC; [*If these Clauses are not governed by the law of a Member State, the words "within the meaning of Directive 95/46/EC" are deleted.*]

(g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5
Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

I that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about:

 (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

 (ii) any accidental or unauthorised access, and

 (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

I to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6
Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7
Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8
Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9
Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10
Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11
Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2.   The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for

compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3.   The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4.   The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

<p style="text-align:center">Clause 12
Obligation after the termination of personal data processing services</p>

1.   The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2.   The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

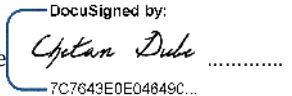   Signature…………………………………………

On behalf of the data importer:

Name (written out in full): Chetan Dube

Position: President & CEO

Address: 17 State Street, New York, New York 10004

Other information necessary in order for the contract to be binding (if any):

        Signature   *Chetan Dube* …………
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<u>APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES</u>

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

DATA EXPORTER

The data exporter is (please specify briefly your activities relevant to the transfer):

Data Exporter is (i) the legal entity that has executed the Standard Contractual Clauses as a Data Exporter and, (ii) all Affiliates (as defined in the Agreement) of Customer established within the European Economic Area (EEA) and Switzerland that have purchased Services on the basis of one or more Order Form(s).

DATA IMPORTER

The data importer is (please specify briefly activities relevant to the transfer): IPsoft Incorporated, a provider of enterprise software solutions and services which processes personal data upon the instruction of the data exporter in accordance with the terms of the Agreement.

DATA SUBJECTS

The personal data transferred concern the following categories of data subjects (please specify): Data exporter may submit Personal Data to IPsoft products and/or services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of data exporter (who are natural persons)
- Employees or contact persons of data exporter's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of data exporter (who are natural persons)
- Data exporter's Users authorized by data exporter to use the Services

CATEGORIES OF DATA

The personal data transferred concern the following categories of data (please specify): Data exporter may submit Personal Data to the IPsoft products and/or services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data

- Personal life data
- Connection data
- Financial data (transactions, account information, financial situation, all as specific to a natural person
- Conversation data (except to the extent that such data is anonymized or pseudonymized)
- Localization data

SPECIAL CATEGORIES OF DATA (IF APPROPRIATE)

The personal data transferred concern the following special categories of data (please specify):

Data exporter may submit special categories of data to the IPsoft products and/or services, the extent of which is determined and controlled by the data exporter in its sole discretion, and which is for the sake of clarity Personal Data with information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning health or sex life.

PROCESSING OPERATIONS

The personal data transferred will be subject to the following basic processing activities (please specify): The objective of Processing of Personal Data by data importer is the performance of the IPsoft services pursuant to the Agreement.

DATA EXPORTER

Name: _____ Authorized Signature: _____

DATA IMPORTER
    Chetan Dube
Name: _____ Authorized Signature: _____

DocuSigned by:
Chetan Dube
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<u>APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES</u>

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to the IPsoft Services, as applicable to the specific IPsoft Services purchased by data exporter and made reasonably available by data importer. Data Importer will not materially decrease the overall security of the IPsoft Services during a subscription term. The relevant parts of the document may differ based on the applicable products and services Customer purchases from IPsoft.

DATA EXPORTER

Name: _____

Authorized Signature _____

DATA IMPORTER

Chetan Dube
Name: _____

Authorized Signature _____

DocuSigned by:

Chetan Dube

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SCHEDULE 3 – List of Sub-processors

Sub-processor Name	Sub-processor location
IPsoft Australia Pty Ltd.	Australia
IPsoft Canada Inc.	Canada
IPsoft EU Holding B.V.	Netherlands
IPsoft France SarL	France
IPsoft Global Services Private Limited	India
IPsoft GmbH	Germany
IPsoft Incorporated	United States of America
IPsoft Japan K.K.	Japan
IPsoft Nederland B.V.	Netherlands
IPsoft Peru S.A.C.	Peru
IPsoft Singapore Private Limited	Singapore
Ipsoft Slovakia s.r.o.	Slovakia
IPsoft Spain S.L.	Spain
IPsoft Sweden AB	Sweden
IPsoft UK Ltd.	United Kingdom