DATA PROCESSING ADDENDUM

(GLOBAL)

This Data Processing Addendum ("**DPA**") supplements any agreement (including, but not limited to, statements of work, attachments, schedules, exhibits, etc.) between the parties for the purchase of services, products or other technology solutions from Avaya to the extent Avaya Processes Personal Data on behalf of Company as Data Processor (collectively the "**Agreement**").

This DPA applies to all activities related to the Agreement, where Avaya (or third parties authorized by Avaya) may Process Personal Data on behalf of Company as Data Processor. For clarification, it does not apply where and to the extent Avaya acts as Controller of Personal Data. This DPA contains, in conjunction with the Agreement, the documented instructions for the Processing of Personal Data, as well as the subject-matter, duration, nature, and purpose of the Processing, and shall govern the rights and obligations of the parties in connection with the Processing of Personal Data.

1. Definitions

1.1 For the purpose of this DPA (i) **"Avaya"** means the Avaya entity that is the contracting party (i.e., by acceptance of an order) of Company for the Processing of Personal Data on behalf of Company as per the Agreement; (ii) "**Company**" means the entity that is the contracting party of Avaya (i.e., by placing an order) on whose behalf Avaya is Processing Personal Data as per the Agreement; (iii) "**Data Controller**" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; (iv) "**Data Processor**" means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf and per the instructions of a Data Controller; (v) "**Personal Data**" means any information relating to an identified or identifiable natural person ("**Data Subject**") or household; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; (vi) "**Processing**", "**Process**", "**Processed**" means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated 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; (vii) "**Sell**" means any sharing or disclosure of Personal Data to a third party in exchange for monetary or other valuable consideration; and (viii) "**Transfer**" means intentional sending of personal data or making it accessible.

2. Processing Personal Data on behalf of Company

2.1 Any Processing of Personal Data by Avaya under this DPA shall occur only in accordance with Company's instructions or as required by applicable law.

2.2 This DPA and the Agreement are Company's complete and final instructions at the time of signature of this DPA to Avaya for the Processing of Personal Data. However, such instructions may be amended, supplemented or replaced by Company in documented form at any time (i.e., new instruction), including when such new instructions are necessary to ensure Avaya only Processes Personal Data in a manner consistent with Company's obligations under the applicable data protection laws. If such new instructions from Company exceed the scope of the Agreement, they shall be considered as a request to amend the Agreement, and the parties shall commence good faith negotiations on this change request.

2.3 Company's instructions for the Processing of Personal Data shall comply with the applicable laws. Company shall have sole responsibility for the legitimacy, adequacy and accuracy of Personal Data and how Company acquired or collected Personal Data. If Avaya considers that an instruction of Company may violate applicable data protection laws, it shall notify Company accordingly without undue delay. This does not create an obligation of Avaya to actively monitor Company instructions for legal compliance. If Avaya must process Personal Data due to a requirement of applicable law and where required by applicable law, it shall inform Company before the Processing, unless that law prohibits Avaya from informing Company of such processing on important grounds of public interest.

2.4 Without limiting the generality of section 2.1, Avaya agrees that it shall not: (i) Sell Personal Data; (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing functions under the Agreement, including retaining, using, or disclosing Personal Data for a commercial purpose other than performing functions under the Agreement; (iii) retain, use, or disclose Personal Data outside of the direct business relationship between Avaya and Company; or (iv) combine Personal Data received from Company or collected on behalf of Company with any other Personal Data, unless instructed so by Company. Avaya hereby certifies that it understands the restrictions set forth in sections 2.1 and 2.4 and will comply with them.

2.5 If, for any reason, Avaya is unable to comply with an agreed instruction, Avaya will inform Company of this fact without undue delay. Company may then suspend the transfer of Personal Data to Avaya, restrict access to it, request all Personal Data to be deleted or returned to Company as set out in section 10 below, and / or terminate the Agreement in accordance with its terms.

2.6 Company is responsible as Data Controller for compliance with the applicable data protection laws, unless the applicable laws specifically impose an obligation on Avaya (acting as Data Processor), in which case Avaya shall comply with such applicable data protection laws.

2.7 Avaya will Process Personal Data for the duration of the respective order or SOW, as applicable, unless otherwise agreed or required by applicable law.

2.8 The categories of data subjects affected by the Processing of Personal Data on behalf of Company within the scope of this DPA result from the Agreement and from Company's individual usage of services / products / or other technology solutions provided by Avaya. They typically include

employees, agents, advisors, freelancers and business partners of Company (who are natural persons); natural persons (employees, etc.) of customers and prospective customers of Company, as well as of Company's customer's customers, etc.

2.9 The types of Personal Data affected by the Processing on behalf of Company within the scope of this DPA result from the Agreement and from Company's individual usage of (and input into) the services / products / or other technology solutions provided by Avaya. They typically include names, contact information (company, title / position, email address, phone number, physical address), call (recordings) data and technical data (e.g. IP addresses) necessary to operate the solution.

3. Avaya's personnel

3.1 All Avaya staff involved in the Processing of Personal Data on behalf of Company have committed themselves to confidentiality in writing or are under an appropriate statutory obligation of confidentiality, are prohibited from Processing Personal Data without authorization, and have received appropriate training on their responsibilities. Avaya shall appoint data protection officer(s), to the extent required by applicable law, and publish the contact details.

4. Security of processing

4.1 Avaya has implemented and maintains (i) technical and organizational security measures that are appropriate with respect to the Processing of Personal Data that is undertaken on behalf of Company, and (ii) a level of security appropriate to the risk of varying likelihood and severity for the rights and freedoms of natural persons and regularly monitors compliance.

4.2 Avaya shall be entitled to modify its technical and organizational measures provided it maintains a level of security appropriate to the risk of varying likelihood and severity of the rights and freedoms of natural persons. Avaya's current technical and organizational measures are available at https://www.avaya.com/en/privacy-toms-customers-24778. Additional technical and organizational measures may be specified in the Agreement.

5. Sub-processors

5.1 Avaya may engage sub-processors to Process Personal data on behalf of Company and shall comply with any applicable data protection law regarding their engagement. Avaya shall ensure that at least equivalent data protection obligations, as set out in this DPA, are imposed on all sub-processors Processing Personal Data on behalf of Company that include sufficient guarantees to implement appropriate technical and organizational measures.

5.2 A list of sub-processors that may be engaged by Avaya to Process Personal Data on behalf Company is available at https://www.avaya.com/en/privacy-subcontractors. At least twenty (20) calendar days before Avaya engages a new sub-processor, Avaya will notify Company by updating the directory on the website above (Customer can subscribe to updates per e-mail about changes) or in other documented form. Company is entitled to object to the use of such new sub-processor(s) within ten (10) business days from the notification. The objection shall be sent by e-mail to dataprivacy@avaya.com (i) referencing the full legal name (and other credentials) of Company and the affected Agreement, (ii) including the copy of the respective purchase order, and (iii) providing the reason for the objection. If Company exercises its right to objection, Avaya shall, at its choice and sole discretion:

5.2.1 refrain from using the objected sub-processor to Process Personal Data on behalf of Company and confirm this to Company in writing, or

5.2.2 contact Company and seek for an agreement on mitigation of the reason for the objection. If an agreement between the parties is reached, Company shall revoke the objection, or

5.2.3 have the right to terminate the Agreement entirely or only with respect to the Processing on behalf of Company for which the objected new sub-processor shall be engaged.

6. International Personal Data transfers

6.1 Avaya shall comply with any applicable data protection law regarding international transfers of Personal Data.

6.2 Further details on international transfer compliance are available at https://www.avaya.com/en/privacy-international-transfer-15170/ (updated from time to time as required by law) and incorporated herein by reference.

7. Requests from Data Subjects

7.1 Avaya shall, in accordance with applicable laws, promptly notify Company if Avaya receives a request from Data Subjects to exercise their data protection rights, such as right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, or right not to be subject to an automated individual decision making, etc. Taking into account the nature of the Processing, Avaya shall assist Company by appropriate technical and organizational measures, insofar as is possible, for the fulfilment of Company's obligation to respond to Data Subject requests under the applicable data protection laws. In addition, to the extent Company, in its use of the services and / or products and / or other technology solutions provided by Avaya, does not have the ability to address a Data Subject request, Avaya shall upon Company's request assist Company in responding to such Data Subject request, to the extent the response to such Data Subject request is required under the applicable data protection laws. Company shall be responsible for any costs arising from Avaya's provision of such assistance.

8. Notification and incidents

8.1 Avaya shall:

8.1.1 Notify Company of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed ("**Personal Data Breach**") without undue delay and in compliance with the applicable data protection law after becoming aware of it;

8.1.2 Promptly provide Company with full cooperation and assistance in respect of any Personal Data Breach and all information in Avaya's possession concerning the Personal Data Breach, including (i) the possible cause and consequences of the breach; (ii) the categories of Personal Data

involved; (iii) a summary of the possible consequences for the relevant Data Subjects; (iv) a summary of the unauthorised recipients of Personal Data; and (v) the measures taken by Avaya to mitigate any related risk and / or (actual or potential) loss or damage;

8.1.3 Not make any announcement, publish, or otherwise authorise any broadcast of any notice or information about a Personal Data Breach (the "**Breach Notice**") without the prior written consent from Company; and prior written approval by Company of the content, media and timing of the Breach Notice unless such Breach Notice is mandatory under the applicable law.

9. Assistance to Company

9.1 If an applicable data protection law requires Avaya to assist Company in ensuring compliance with such law, Avaya shall provide such mandatory assistance to Company, subject to a separate agreement and reasonable remuneration.

9.2 Upon written request of Company and subject to reasonable remuneration which shall be subject to a separate agreement, Avaya shall assist Company in ensuring compliance with any mandatory obligations applicable to Company regarding the implementation of appropriate technical and organizational measures to ensure a risk appropriate level of security, conducting assessments of the impact of the envisaged processing operations on the protection of personal data (e.g., Data Protection Impact Assessments) and connected supervisory authority consultation procedures (e.g., Prior Consultation), taking into account the nature of processing performed by Avaya and the information available to Avaya.

10. Return and deletion of Company Personal Data

Personal Data (including any copy of it) shall not be kept longer than required for the Processing purposes, unless (i) a longer retention by Avaya is required by applicable law; (ii) the parties agree by mutual documented agreement on a longer retention period; or (iii) Company instructs Avaya in writing to return or delete certain Personal Data earlier (unless (i) applies).

11. Audits

11.1 Upon prior written request of Company, Avaya shall supply Company with all information necessary to effectively perform an audit of Avaya's compliance with the terms of this DPA.

11.2 Upon prior written request and within a reasonable period thereafter, Avaya shall grant Company access to its data Processing facilities, data files and documentation relevant for the Processing activities during its usual business hours without disturbances to the normal course of operations for the purpose of auditing Avaya's compliance with the terms of this DPA. Avaya is not under an obligation to provide Company with access to its systems which Process Personal Data of other Avaya customers or partners. The engagement of a third-party auditor to conduct the audit on behalf of Company shall be subject to Avaya's prior written consent, which may not be unreasonably withheld, and shall be subject to an executed written confidentiality agreement between the third-party auditor, Company and Avaya. Company will provide Avaya with any audit report(s) generated in connection with any audit under this Section 11.2. Company may use the audit report(s) only for the purposes of meeting its regulatory audit requirements and / or confirming compliance with the requirements of this DPA. The audit report(s) shall constitute confidential information of the parties under the terms of the Agreement. This right to audit may be exercised once a year, unless any specific cause requires additional audits.

12. Miscellaneous

12.1 The term of this DPA corresponds to the term of the Agreement. The terms which by their nature are intended to survive termination or expiration of this DPA will continue and survive any termination or expiration of this DPA.

12.2 Avaya shall notify Company if it determines it can no longer meet its obligations towards Company under the applicable laws.

12.3 Avaya's Global Privacy Policy (as updated from time to time) is available at https://www.avaya.com/en/privacy/policy/.

12.4 Notwithstanding anything to the contrary in the Agreement, in the event of a conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail as to the subject matter of this DPA.