

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“**DPA**”) entered into between Vocodia Holdings Corp (“Vocodia”) and the business engaging Vocodia’s services (the “Client”) is incorporated into the **Agreement** (as defined below). This DPA is supplemental to, and forms an integral part of, the Agreement and is effective upon its incorporation into the Agreement, which may be specified in the Agreement, an Order or an executed amendment to the Agreement. Notwithstanding that this DPA focuses on matters under California law, it remains applicable to all similar state data protection laws existing now or in the future.

DEFINITIONS

“**California Personal Information**” means Personal Data that is subject to the protection of the CCPA.

“**CCPA**” means California Civil Code Sec. 1798.100 et seq. (also known as the California Consumer Privacy Act of 2018), as amended and the California Privacy Rights Act (CPRA) and their accompanying regulations.

“**Consumer**”, “**Business**”, “**Sell**”, “**Share**” and “**Service Provider**” will have the meanings given to them in the CCPA.

“**Agreement**” means the Vocodia License and Terms of Service as well as Sales Order agreements entered into with Vocodia, together with all exhibits, appendices, schedules and attachments thereto, including any potential insertion order or amendments.

“**Applicable Data Protection Law**” means all applicable international, federal, state, provincial, and local laws, rules, regulations, directives, and governmental requirements relating in any way to the privacy, protection, transfer, or security of Personal Data, including, without limitation: EU Data Protection Law; the Gramm-Leach-Bliley Act; Payment Card Industry Security Standards (“**PCI DSS**”); security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Data; laws governing the portability and/or cross-border transfer of Personal Data; and all other similar international, federal, state, provincial, and local requirements, as amended from time to time.

“**Controller**” means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data.

“**Data Subject**” means the individual to whom Personal Data relates.

“**Data Subject Rights**” means Data Subjects’ rights to information, access, rectification, erasure, restriction, portability, objection, and the right not to be subject to automated individual decision-making in accordance with Applicable Data Protection Law.

“**European Data**” means Personal Data that is subject to the protection of EU Data Protection Laws.

“**EU Data Protection Law**” means the General Data Protection Regulation (EU) 2016/679 (“**GDPR**”) and e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), and all other data protection laws of the European Union, European Economic Area (“**EEA**”), and their respective member states, each as applicable, and as may be amended or replaced from time to time; and in respect of the United Kingdom, any applicable national legislation that replaces or converts in domestic law the GDPR or any other law relating to data and privacy as a consequence of the United Kingdom leaving the European Union; and Swiss Federal Data Protection Act on 19 June 1992 and its Ordinance; in each case, as may be amended, superseded or replaced.

“**Instructions**” means the written, documented instructions issued by a Controller to a Processor, and directing the same to perform a specific or general action with regard to Personal Data (including, but not limited to, depersonalizing, blocking, deletion, making available).

"Permitted Affiliates" means any of Client's affiliates that (i) are permitted to use the Services pursuant to the Agreement, but have not signed their own separate agreement with Vocodia, (ii) qualify as a Controller of Personal Data Processed by Vocodia, and (iii) are subject to European Data Protection Laws

"Personal Data" means any information relating to an identified or identifiable individual where such information is contained within Client Data and is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

"Processing of Personal Data" (or "Processing/Process") 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. The terms "Process", "Processes" and "Processed" will be construed accordingly.

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

"Sub-Processor(s)" means a Processor engaged by Vocodia to Process Client Personal Data.

"Supervisory Authority" means the competent supervisory authority under Applicable Data Protection Law.

Capitalized terms used but not defined herein have the meanings given to them in the Agreement.

1. Scope and applicability

- 1.1. This DPA applies to Processing of Personal Data subject to Applicable Data Protection Law by Vocodia in the context of the Agreement.
- 1.2. This DPA forms part of the Agreement between Vocodia and Client, and prevails over any conflicting term of the Agreement, but does not otherwise modify the Agreement.
- 1.3. For the avoidance of doubt, Vocodia's obligations under this DPA are imposed on Vocodia only to the extent that Applicable Data Protection Law is directly applicable to Vocodia.

2. Legal Grounds and Instructions

- 2.1. Within the scope of the Agreement and in its use of the Services, Client will be responsible for complying with all requirements that apply to it under applicable Data Protection Laws with respect to the Processing of Personal Data and the Instructions it issues to Vocodia. In particular but without prejudice to the generality of the foregoing, Client acknowledges and agrees that Client will be solely responsible for: (i) the accuracy, quality, and legality of Personal Data and the means by which the Personal Data was acquired; (ii) complying with all necessary transparency and lawfulness requirements under Applicable Data Protection Law for the collection, use, and Processing of the Personal Data, including obtaining any necessary consents and authorizations; (iii) ensuring Client and Vocodia has the right to Process the Personal Data in accordance with the terms of the Agreement (including this DPA) as required by Applicable Data Protection Law; (iv) ensuring that Client's Instructions to Vocodia regarding the Processing of Personal Data comply with applicable laws, including Applicable Data Protection Laws.
- 2.2. Upon request from Vocodia, Client must demonstrate that it relies on a valid legal ground for the Processing, including consent, where applicable.
- 2.3. Client will inform Vocodia without undue delay if it is not able to comply with its responsibilities under this section (2) or Applicable Data Protection Laws.

- 2.4. Vocodia will only Process Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Client's lawful Instructions, except where and to the extent otherwise required by applicable law. Vocodia is not responsible for compliance with any data protection laws applicable to Client or Client's industry that are not generally applicable to Vocodia.
- 2.5. The parties agree and understand that the Agreement (including this DPA), together with Client's use of the Services in accordance with the Agreement, constitute Client's complete and final Instructions to Vocodia in relation to the Processing of Personal Data, and additional instructions outside the scope of the Instructions shall require prior written agreement between Vocodia and Client.
- 2.6. If Vocodia becomes aware that Vocodia cannot Process Personal Data in accordance with Client's Instructions due to a legal requirement under any applicable law, Vocodia will (i) promptly notify Client of that legal requirement to the extent permitted by the applicable law; and (ii) where necessary, cease all Processing (other than merely storing and maintaining the security of the affected Personal Data) until such time as Client issue new Instructions with which Vocodia are able to comply. If this subsection (2.6) is invoked, Vocodia will not be liable to Client under the Agreement for any failure to perform the applicable Services until such time as Client issue new lawful Instructions with regard to the Processing.

3. Data Subject Requests.

- 3.1. Client represents and warrants that Client's process for handling requests from Data Subjects complies with Applicable Data Protection Law.
- 3.2. Client shall be solely responsible for handling requests from Data Subjects to withdraw their consent, access, rectify, restrict or erase their Personal Data, exercise their right to data portability with regard to any Personal Data, object to the Processing of any Personal Data, or exercise their rights related to automated decision-making and profiling in connection with the Services.
- 3.3. To the extent that Client is unable to independently address a Data Subject Request, then upon Client's written request Vocodia will provide reasonable assistance to Client to respond to any Data Subject Requests or requests from data protection authorities relating to Vocodia's Processing of Personal Data under the Agreement.
- 3.4. If a Data Subject Request or other communication regarding the Processing of Personal Data under the Agreement is made directly to Vocodia, Vocodia will promptly inform Client and will advise the Data Subject to submit their request to Client. Client will be solely responsible for responding substantively to any such Data Subject Requests or communications involving Personal Data.

4. Information Security and Confidentiality.

- 4.1. Client and Vocodia shall develop, maintain and implement a comprehensive written information security program designed to ensure compliance with Applicable Data Protection Law.
- 4.2. Without limitation, each party's information security program shall include technical, physical, and administrative/organizational safeguards designed to (1) ensure the security and confidentiality of Personal Data; (2) protect against any anticipated threats or hazards to the security and integrity of Personal Data; and (3) protect against any actual or suspected unauthorized Processing, loss, use, disclosure or acquisition of or access to any Personal Data Processed in connection with the Services ("Information Security Incident").

- 4.3. Each party's information security program shall, among other things, include regular testing or otherwise monitoring of the effectiveness of its information safeguards. In addition, each Party shall comply with all provisions of its written information security policies, procedures and guidelines which the parties have mutually agreed are applicable to the Services under this Agreement.
- 4.4. Vocodia will ensure that any personnel whom Vocodia authorize to Process Personal Data on Vocodia's behalf is subject to appropriate confidentiality obligations (whether a contractual or statutory duty) with respect to that Personal Data.

5. Information Security Incident.

- 5.1. To the extent required by Applicable Data Protection Law, each Party shall inform the other Party in writing of any Information Security Incident involving Personal Data that has been Processed in connection with the Services in a commercially reasonable time frame, and in any event, no later than the time period required under Applicable Data Protection Law.
- 5.2. Such Information Security Incident notice shall describe, in reasonable detail, the nature of the Information Security Incident, the data elements involved, the identities of the affected individuals (if known), and the corrective action taken or to be taken to remedy the Information Security Incident.
- 5.3. Client shall be solely responsible for any filings, communications, notices, press releases, or reports related to any Information Security Incident involving Personal Data. However, Client shall obtain Vocodia's approval prior to the publication or communication of any filings, communications, notices, press releases or reports related to any Information Security Incident that expressly mentions Vocodia or the Services.

6. Governmental Requests for Personal Data.

- 6.1. Except to the extent prohibited by Applicable Data Protection Law, each Party shall promptly inform the other Party in writing if any competent authority, regulator or public authority of any jurisdiction requests disclosure of, or information about, Personal Data that has been Processed in connection with the Services.
- 6.2. Each Party shall, without limiting its rights under Applicable Data Protection Law, cooperate with the other Party as reasonably necessary to comply with any direction or ruling made by such authorities.

7. Sub-Processors

- 7.1. Client agrees that Vocodia may engage Sub-Processors to Process Personal Data on Client's behalf.
- 7.2. Where Vocodia engages Sub-Processors, Vocodia will impose data protection terms on the Sub-Processors that provide at least the same level of protection for Personal Data as those in this DPA, to the extent applicable to the nature of the services provided by such Sub-Processors. Vocodia will remain responsible for each Sub-Processor's compliance with the obligations of this DPA and for any acts or omissions of such Sub-Processor that cause us to breach any of Vocodia's obligations under this DPA.

8. Data Transfers

- 8.1. The parties acknowledge and agree that Vocodia may access and Process Personal Data on a global basis as necessary to provide Services in accordance with the Agreement, and in particular that Personal Data will be transferred to and Processed by Vocodia in the United

States and to other jurisdictions where Vocodia and Sub-Processors have operations. We will ensure such transfers are made in compliance with the requirements of Data Protection Laws.

9. Additional Provisions for European Data

- 9.1. Scope: This 'Additional Provisions for European Data' section shall apply only with respect to European Data.
- 9.2. Roles of Parties: When Processing European Data in accordance with Client's Instructions, the parties acknowledge and agree that Client is the Controller of European Data and Vocodia is the Processor.
- 9.3. Data Protection Impact Assessments: To the extent that the required information is reasonably available to Vocodia, and Client does not otherwise have access to the required information, Vocodia will provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervisory authorities or other competent data privacy authorities to the extent required by European Data Protection Laws. Vocodia may charge a reasonable fee for assistance under this subsection (9.3).
- 9.4. Transfer Mechanisms for Data Transfers: Vocodia shall not transfer European Data to any country or recipient not recognized as providing an adequate level of protection for Personal Data (within the meaning of applicable European Data Protection Laws), unless it first takes all such measures as are necessary to ensure the transfer is in compliance with applicable European Data Protection Laws. Such measures may include (without limitation) transferring such data to a recipient that is covered by a suitable framework or other legally adequate transfer mechanism recognized by the relevant authorities or courts as providing an adequate level of protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with European Data Protection Laws, or to a recipient that has executed appropriate standard contractual clauses in each case as adopted or approved in accordance with applicable European Data Protection Laws.
- 9.5. Compliance: Vocodia will make all information reasonably necessary to demonstrate compliance with this DPA available to Client and allow for and contribute to audits, including inspections by Client in order to assess compliance with this DPA. Client acknowledges and agrees that Client will exercise Client's audit rights under this DPA by instructing us to comply with the audit measures described in this sub-section (9.5). Client acknowledges that the Services are hosted by our data center partners who maintain independently validated security programs and that Vocodia's systems are periodically tested by independent third party penetration testing firms. Upon request, Vocodia will supply (on a confidential basis) a summary copy of its penetration testing report(s) to Client, so that Client can verify our compliance with this DPA. Further, at Client's written request, Vocodia will provide written responses (on a confidential basis) to all reasonable requests for information made by Client necessary to confirm our compliance with this DPA, provided that Client will not exercise this right more than once per calendar year. The parties agree that Client will, when reviewing our compliance with this DPA pursuant to this sub-section (9.5), take all reasonable measures to limit any impact on Vocodia.

10. Additional Provisions for California Personal Information

- 10.1. Scope: This 'Additional Provisions for California Personal Information' section (Section 10) of the DPA will apply only with respect to California Personal Information.
- 10.2. Roles of the parties: When processing California Personal Information in accordance with Client's Instructions, the parties acknowledge and agree that Client is a Business and Vocodia is a Service Provider for the purposes of the CCPA.

10.3. Responsibilities: The parties agree that Vocodia will Process California Personal Information as a Service Provider strictly for the purpose of performing the Services under the Agreement (the "Business Purpose") or as otherwise permitted by the CCPA.

11. Permitted Affiliates

11.1. By signing the Agreement, Client enter into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of Client's Permitted Affiliates, thereby establishing a separate DPA between Vocodia and each such Permitted Affiliate subject to the Agreement and this DPA. Each Permitted Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the purposes of this DPA only, and except where indicated otherwise, the term "Client" will include Permitted Affiliates.

11.2. Except where applicable Data Protection Laws require a Permitted Affiliate to exercise a right or seek any remedy under this DPA against Vocodia directly by itself, the parties agree that (i) solely the Client entity that is the contracting party to the Agreement will exercise any right or seek any remedy any Permitted Affiliate may have under this DPA on behalf of its Affiliates, and (ii) the Client entity that is the contracting party to the Agreement will exercise any such rights under this DPA not separately for each Permitted Affiliate individually but in a combined manner for itself and all of its Permitted Affiliates together. The Client entity that is the contracting entity is responsible for coordinating all communication with Vocodia under the DPA and will be entitled to make and receive any communication related to this DPA on behalf of its Permitted Affiliates.

12. Authorization

12.1. The legal entity agreeing to this DPA as Client represents that it is authorized to agree to and enter into this DPA for and on behalf of itself and, as applicable, each of its Permitted Affiliates

13. Notifications

13.1. Client will send all notifications, requests and instructions under this DPA in accordance with the notice provision contained in the Agreement with a copy provided to Vocodia's Privacy and Data Protection department via email to: privacy@vocodia.com.

14. Severability

14.1. If any individual provisions of this DPA are determined to be invalid or unenforceable, the validity and enforceability of the other provisions of this DPA will not be affected.

15. Governing Law

15.1. This DPA will be governed by and construed in accordance with the 'Applicable Law' section of the Agreement, unless required otherwise by Data Protection Laws.

16. Termination and Deletion:

16.1. This DPA is terminated when there are no further active Agreements in place between Vocodia and the Client.

16.2. Client may request return of Personal Data up to ninety (90) days after termination of the applicable Agreement. Unless required or permitted by applicable law, Vocodia will delete all remaining copies of Personal Data, within a commercially reasonable period after returning Personal Data to Client.

17. Liability

17.1. Each party and each of their Affiliates' liability, taken in aggregate, arising out of or related to this DPA (and any other DPAs between the parties) whether in contract, tort or under any other theory of liability, will be subject to the limitations and exclusions of liability set out in the 'Limitation of Liability' section of the Agreement and any reference in such section to the liability of a party means aggregate liability of that party and all of its Affiliates under the Agreement (including this DPA).

Vocodia Holdings Corp.

Client: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____