

JABRA ENGAGE AI

MASTER SUBSCRIPTION AGREEMENT

Definitions

Whenever used in this Agreement with initial letters capitalized, the following terms will have the following specified meanings:

“Administrator User” means Customer employees, consultants or other Persons designated by Customer to serve as a technical administrator of the Subscription Service on Customer’s behalf and technical support contact person.

“Affiliates” means an entity controlling, controlled by, or under common control with the Party. “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.

“Agreement” means this the Master Subscription Agreement and the schedules.

“Application” means an application program, including Client Software, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates and enhancements, if any.

“Availability Level” means the percentage of time the Subscription Service has been generally available for Customer in a Measured Period without Downtime.

“Business Day” means a day other than Saturday or Sunday or a bank holiday or public holiday in Denmark.

“Business Hours” means Monday to Friday, 9:00 am CET to 5:00 pm CET, excluding public holidays in Denmark.

“Client Software” means a software component provided by Jabra and installed at Customer’s premises required for use of the Subscription Service.

“Contact Person” shall have the meaning as defined in the Order Form and/or the SOW.

“Confidential Information” means information, data and materials, in any form or media, that is proprietary or confidential to a disclosing party and is marked as confidential, or by its nature or treatment by its owner should reasonably be considered confidential but shall not include (i) information which is or becomes generally known or available through no act or failure to act by the receiving Party; (ii) is already known by the receiving Party as evidenced by its written records, (iii) is rightfully furnished to the receiving Party by a third party without restriction or disclosure; or (iv) is independently developed by the receiving Party without reference to Confidential Information; (v) Feedback.

“Customer” shall have the meaning as defined in the Order Form and the SOW.

“Customer Data” means Confidential Information, Personal Data or other data that Customer (including its Users or call participants) transmits to or from the Subscription Service or processes through the Subscription Service. Customer Data does not include information or data regarding usage or performance of the Subscription Service, including, but not limited to, system logs, telemetry, diagnostics, and other performance analytical data not linked to an individual person.

“Deliverable” means a quantifiable service to be provided with Professional Services and specified in a SOW, including without limitation application program interfaces, configurations, information, documents, reports, technical and non-technical data, specifications and other material. Deliverables do not include third party products.

“Delivery Date” means the date when the Subscription Period to the Subscription Services commences as specified in the Order Form.

“Downtime” means any period of time where the Subscription Service is completely and generally unavailable or inaccessible due to T1 incidents (as defined in the Service Level Agreement). Downtime is measured in whole hours beginning when the support ticket is received by Jabra and ending when the Subscription Service is made available to Customer again. For avoidance of doubt Downtime shall not include downtime which is caused by actions of Customer and other exclusions as specified in the Service Level Agreement.

“Documentation” means all published technical specifications, user manuals, help guides, or online help functions concerning the Subscription Service and updated from time to time.

“Effective Date” means the date specified in the Order Form.

“Feedback” means collectively, suggestions, comments, feedback, ideas, or know-how, in any form, that is provided to Jabra.

“Fees” means such any and all fees, Subscription Fees, Integration Fees, costs, expenses etc. as is specified in the Order Form, the Agreement and Schedule # 1 (Data Processing Agreement), the SOW or otherwise agreed in writing between the Parties.

“IPR” means patents, rights to inventions, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Maintenance Services” means the maintenance services provided by Jabra to Customer pursuant to the Agreement such as patches, configuration updates, upgrades, and other similar software maintenance services. Custom development and specifically softphone connectors are excluded.

“Measured Period” means the period from the beginning of each calendar month starting at 0:00:00 hours (CET) to the end of the calendar month ending at 23:59:59 hours (CET) in any given calendar month.

"Parties" means both Customer and Jabra as identified in the Order Form.

"Party" means either Customer or Jabra as identified in Order Form.

"Person" means any natural person.

"Personal Data" shall have the meaning as set forth in Schedule 1.

"Planned Downtime" means the total number of whole hours in the Measured Period during which the Subscription Service availability is prevented according to planned maintenance in order to implement upgrades, repairs, security updates, and other changes, which shall not be considered Downtime.

"Professional Services Fees" means the costs, fees, and expenses of the Professional Services, as detailed in the SOW.

"Professional Services" means standard installation, integration, configuration, onboarding, and other time and materials services as further described in the SOW. Professional Services do not include Subscription Services.

"Response Time" means the period between notification of incident and first response by Jabra's support. Response time does not include any resolution time of an incident.

"Scheduled Uptime" means the total of whole hours in the Measured Period less the total wholes of Planned Downtime.

"Software" means the object code version of any software to which Customer is provided access as part of the Subscription Service, including any updates or new versions.

"SOW" means the Statement of Work describing the Professional Services provided by Jabra to Customer, which is attached to the Order Form and executed between the Parties.

"Subscription" means a non-exclusive, non-transferable (except as set forth in section 1.5, non-sublicensable right to access and use the Subscription Service for Customer's internal business operations in the Territory, for the number of Users purchased by Customer from Jabra and as specified in an Order Form.

"Subscription Fee" means the reoccurring fee paid to the Jabra as compensation for use of the Subscription Service as specified in the Order Form during the Subscription Period.

"Subscription Period" means the period of the paid subscription to the Subscription Service as agreed with Jabra, and as specified in the Order Form commencing on the Delivery Date as well as any renewal periods of the subscription.

"Subscription Services" means an Application or other functionality, if any, made available by Subscription as purchased by Customer from Jabra and as specified in the Order Form.

"Jabra" shall have the meaning as defined in the Order Form.

"Term" means the collective period of the Trial Period (if applicable) and the Subscription Period as specified in the Order Form together with any Subscription Period renewals.

"Territory" means worldwide except for any countries sanctioned, embargoed or prohibited to do business with under U.S, EU, or other applicable laws.

"Trial Period" means the term of the Trial Subscription (if applicable).

"Trial Subscription" means a trial or evaluation subscription to the Subscription Service, which the Customer solely may use to assess, evaluate, and determine whether to continue with a paid subscription to the Subscription Service and which is subject to the specific trial subscription terms set forth in the Order Form.

"User" means any Person authorized by Customer to use Subscription Service. "User", as defined, is further limited to only the maximum number of unique and active Users permitted by the Order Form, or as agreed in writing with Jabra from time to time.

General Terms and Conditions

1 SUBSCRIPTION SERVICE

1.1 The Subscription Services. Jabra is developing and providing a voice analytics Subscription Service as further described in the Documentation.

1.2 Operation of the Subscription Service. The Subscription Service will only operate on calls where the Customer has activated the Subscription Service and the activation and use of the Subscription Service is managed entirely by Customer and Jabra assumes no responsibility in this regard. Customer is solely responsible for ensuring compliance with applicable laws in the country of use of the Subscription Services (e.g. compliance with data privacy laws and labour laws).

1.3 Sharing of calls with Jabra. By default Jabra will not have access to any calls. However, to further improve the accuracy of the Subscription Service, Customer may optionally choose to provide Jabra with selected call recordings for specific training and improvement of the Subscription Service by accepting this in the Order Form.

1.4 License. Jabra grants to Customer a Subscription to the Subscription Service during the Term subject to the terms of the Agreement.

1.5 Affiliate's use of the Subscription Services. Customer may permit its Affiliates to use the Subscription Service, but will not use the Subscription Service for the benefit of any third party (except its Affiliates) or enable a third party to use the Subscription Service unless agreed otherwise with Jabra. The Customer shall be responsible and liable for all acts or omissions of anyone it has permitted to use the Subscription Service, as was it acts or omissions of Customer itself.

1.6 Third Parties' use of the Services. Any third-party providers of call services or other sub-contractors must sign up to the Subscription Service by entering into their own agreement with Jabra and Customer may not enable such third party providers to use the Subscription Service on Customer's behalf.

1.7 No monitoring of Customer data. Jabra is not required to monitor any Customer Data or content processed by the Subscription Service and stored by Customer but reserves the right (but is not required) to remove, delete and/or destroy any content that is in breach of this Agreement.

1.8 Modifications and newer versions. Jabra is obligated to provide the Subscription Service in the form and version delivered at the time of entering into the Agreement during the entire Term, unless terminated earlier. Jabra will operate and maintain the Subscription Service at commercially reasonable efforts and may at its sole discretion make available new versions of the Subscription Service to Customer. Jabra may modify the Subscription Service (e.g., to maintain or improve functionality or security), provided the modification does not materially negatively affect the Subscription Service.

1.9 Hosted Services. The Subscription Services provided under this Agreement will be hosted by the third-party cloud platform provider. Please refer to Schedule 1 for more information.

2 TERM AND TERMINATION

2.1 Effective date of Agreement. The Agreement commences on the Effective Date and shall be effective for

the Term and ending upon the expiration or termination of this Agreement.

2.2 Trial Subscriptions. Trial Subscriptions will commence and end according to the terms set forth in the Order Form.

2.3 Term. Unless otherwise provided for in the Order Form or terminated in accordance with this Agreement, the Subscription Period shall be one (1) year commencing on the Delivery Date. The Subscription Period will automatically renew for subsequent 12-month period(s) at the end of the Subscription Period, unless either Party sends the other written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current Subscription Period.

2.4 Termination due to payment default. If Customer fails to make any payment required to be made by it hereunder or under any other agreement entered into between Jabra and Customer, Jabra may, in addition to any other remedies available to it hereunder or according to law, give ten (10) days written notice of termination. If such payment default is not cured within such ten (10) days, this Agreement or any SOW may be terminated immediately by Jabra upon the expiration of such ten (10) day period.

2.5 Termination due to insolvency. If either Party is adjudged bankrupt or insolvent, makes an assignment for the benefit of creditors or seeks or has filed a petition seeking reorganization or liquidation under the bankruptcy or similar laws or a receiver or trustee or assignee in bankruptcy or insolvency is appointed, whether such events are voluntary or involuntary, the other Party may terminate this Agreement immediately by written notice to the other Party.

2.6 Termination due to material breach. In the event of any material default by either Party in the performance of any of the terms and conditions of this Agreement not specifically provided in section 2.3-2.5, the non-breaching Party may terminate this Agreement or SOW on thirty (30) days advance written notice; provided, however, that (i) if during such thirty (30) day period the Party against whom the default is claimed cures such default, (ii) if such breach cannot be cured within such thirty (30) day period, such Party takes reasonable steps to commence and proceed diligently thereafter to cure such default, or (iii) if such default is cured in any other manner reasonably satisfactory to the other Party as a substitute for full performance, then this Agreement will continue in full force and effect.

2.7 Professional Services Termination. Customer may terminate a Professional Services engagement in whole or in part with thirty (30) days' prior written notice and Jabra will not be responsible for the resulting condition of Deliverables. Customer will pay all Professional Service Fees incurred through the termination date of the Professional Services engagement including those Professional Services Fees associated with Professional Services provided on incomplete milestones, if any.

3 UPOM TERMINATION

3.1 Termination by Customer. If the Agreement or Subscription Service is terminated by Customer pursuant to section 2.5 or 2.6, Customer shall be entitled to a pro-rata refund of the unused and remaining portion of any prepaid Subscription Fees made by Customer to Jabra prior to the effective date of termination. Such pro-rata refund shall be

paid by Jabra within sixty (60) days from the effective date of termination.

3.2 Termination by Jabra. If the Agreement or Subscription Service is terminated by Jabra pursuant to section 2.4, 2.5, or 2.6, Customer shall not be entitled to a refund from Jabra of the unused and remaining portion of prepaid fees paid by Customer up to the effective date of termination. Further, Customer will be liable and obligated to make payment to Jabra for the remaining unused portion(s) of the Subscription Service Fees associated with the then current Term.

3.3 Undisputed Fees. In no event will termination relieve Customer of its obligation to pay Jabra within ten (10) business days any and all undisputed fees and expenses that accrued up to and through the effective date of termination.

3.4 Survival. Termination of this Agreement or a SOW for any reason or expiration shall not affect or prejudice any rights, remedies, obligations or liabilities (including, but not limited to license restrictions, warranties and warranty disclaimers, confidentiality obligations, indemnification, limitations of liability) accruing prior to such termination or the continuation or commencement of any provision that expressly or by implication is intended to survive the termination or expiration of this Agreement.

3.5 Obligations upon Termination. Upon termination of the Agreement or Subscription Service: (i) Customer's Subscription Service and access to it will immediately cease and its license to use Client Software and Deliverables will immediately terminate, (ii) Jabra shall within reasonable time cease all processing of Customer Data and shall destroy or erase from its systems, all Customer Data no later than thirty (30) days after the effective date of termination of the Agreement and will upon request provide Customer with a declaration attesting to the destruction, and (iii) Customer must, in accordance with Jabra's directions, return or destroy any Jabra Confidential Information, Client Software, Deliverables and Documentation, and provide written certification of destruction.

4 SUSPENSION

4.1 Suspension. Jabra may immediately restrict or suspend (on a temporary or permanent basis) Customer's right to access or use any portion or all of the Subscription Service and/or to delete one or more of the Users if Jabra reasonably determines that Customer's use of the Subscription Service:

- (a) Is in a violation of section 7.1,
- (b) poses a security risk to the Subscription Service, Jabra or any third party,
- (c) Payments are not paid within five (5) days from the receipt of notice that payment is missing,
- (d) violates applicable law or could subject Jabra, Jabra's affiliates, or any third party to liability, or
- (e) is suspected be fraudulent.

4.2 Notification of suspension. Jabra will use commercially reasonable efforts under the circumstances to provide Customer with advance notice of any suspension under section 4.1 and, if at Jabra's sole discretion possible and practicable, an opportunity to cure any breach or violation prior to any such suspension. The suspension will only remain in place for the minimum amount of time necessary for Customer to cure the breach which led to the suspension.

4.3 Customer's obligations during suspension. If Jabra suspends Customer's right to access or use any portion or all of the Subscription Service in accordance with this section: (i) Customer remains responsible for all fees and charges; and (ii) Jabra will not be bound by any service level agreement during the suspension period.

5 FEES AND INVOICING

5.1 Fees generally. Customer agrees to pay all Fees according to the Order Form and the SOW. Customer may not withhold payment or claim any right of set-off. Any costs related to any customization of the Subscription Service are not included in the Fees and shall be agreed separately in writing. The Subscription Fees are invoiced on an annual basis as a prepaid fee and is to be paid to the account designated in the invoice

5.2 Subscription Fees. Customer is responsible for payment of the Subscription Fees for the purchased User quantity at all times during the Subscription Period. The Subscription Fees are based on the number of Users or other quantity as indicated on an Order Form and will not be decreased during the Subscription Period. The Subscription Fee shall be invoiced at the start of the Subscription Period.

5.3 Late Payment. If payments are not made in due time, Jabra has the right to suspend the delivery of the Subscription Service in accordance with section 4.11. If a payment is overdue, Jabra is entitled to charge an interest of 2 % (two per cent) per month on the overdue payment. In the event any such interest exceeds such maximum rate afforded under applicable law such rate shall be reduced to the highest rate recoverable under applicable law.

5.4 Taxes. The Fees shall be exclusive of value added tax (VAT) and any other statutory tax, duties, sales, use or withholding taxes or similar governmental assessments of any nature that applies to the Subscription Service or Customer. Customer is responsible for paying all taxes and duties at the appropriate rate and in the manner for the time being provided by applicable law. For avoidance of doubt, Jabra is solely responsible for taxes assessable against it based on its income, property, and employees.

5.5 Fee Disputes. If Customer disputes that any amount is due or the validity of any invoice, Customer shall pay the undisputed portion of the invoice and shall further, within the due date of the invoice, provide Jabra with a written statement setting out the reasons why such amount is disputed. The Parties then have five (5) Business Days during which they will use reasonable endeavours to resolve the billing dispute. If the dispute is not resolved within the five (5) Business Days, the dispute will be resolved in accordance with section 19.13 below. If Customer does not provide such statement within the agreed timeline, the full invoiced amount shall be considered accepted by Customer, and Jabra shall in case of lack of full payment be granted the remedies set forth in section 4.1 above.

5.6 Future Functionalities. Customer agrees that its purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Jabra regarding future functionality or features of the Subscription Services.

6 ACCESS, ADMIN AND USERS

6.1 Assistance from Customer. Jabra will provide access to the Subscription Service and Customer may create no more than the agreed number of authorized Users, as set out in the in the Order Form. Access to the Subscription Service will be granted upon having received the relevant, necessary, and required information and assistance from Customer. Customer acknowledges that

Jabra's ability to deliver the Subscription Service and the Professional Services in the manner provided in this Agreement or a SOW may depend upon the accuracy and timeliness of such information and assistance.

6.2 Maximum number of Users. The Subscription Service may not at any point in time be used by more than the maximum number of agreed Users for which Customer is paying the Subscription Fees, as detailed in the Order Form. Customer shall not allow any User profile to be used by more than one individual person unless it has been reassigned in its entirety to a different Person.

6.3 Secure administration. Customer undertakes to keep all usernames, passwords and other account data of the Subscription Service and the host system confidential and in a secure and satisfying manner to prevent unauthorized access to the Subscription Service and to the administration hereof. This means that Customer must ensure that all employees, consultants or other Persons, who have access to the Subscription Service, receive instructions in this regard. Customer is also responsible to have sufficient and satisfactory technical and organisational security measures implemented. Further, Customer must ensure that the Users are unique and thus disabled and deleted when a User is no longer active. Customer is obligated to at all times make sure that the Administrator User and Contact Person's information is correct and up to date, as these will be the point of contact for Jabra.

6.4 Delivery of Subscription Service. The Subscription Service will be delivered through a local laptop/desktop application together with a cloud service.

7 USE RESTRICTIONS

7.1 Customer or its Users shall not, and shall not permit anyone to:

(a) Copy, modify, translate, distribute, license, market, lease, make available, resell, republish or redistribute, make derivative works of, any part of the Subscription Service, the Software or any of Jabra's IPR,

(b) Make the Subscription Service available to any Person or corporation other than authorized Users,

(c) Use or access the Subscription Service to provide service bureau, time-sharing or other computer hosting services to third parties,

(d) use any method other than the one approved by Jabra for connection to the Subscription Services,

(e) Remove, modify or obscure any copyright, trademark, confidentiality, or other proprietary notices contained in the Software, the Subscription Service, or the Documentation,

(f) use a Subscription Service to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, spyware and Trojan horses or other harmful or malicious code to the Software, Subscription Service or host system,

(g) Intentionally interfere with or disrupt the integrity or performance of the Subscription Service, Jabra's networks, or host system,

(h) Reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software used to provide the Subscription Service, except and only to the extent such activity is expressly permitted by applicable law,

(i) Access or use the Subscription Service, Software or Documentation in order to build a similar or competitive product, copy any ideas, features, functions or graphics of

the Subscription Service, or determine whether the Subscription Service is within the scope of any patent,

(j) Use the Subscription Service in any way that causes, or may cause, damage to the Subscription Service or impair the availability or accessibility of the Subscription Service,

(k) Conduct or request that any User or third-party conduct any load testing or penetration testing on the host system, Jabra's networks, or the Subscription Service, or

(l) Use the Subscription Service in any way that is unlawful, illegal, fraudulent or harmful.

8 CUSTOMER'S UNDERTAKINGS

8.1 Use of Subscription Services. Customer undertakes to use the Subscription Service in accordance with the terms of the Agreement. In this respect, Customer agrees to only make use of the Subscription Service in relation to its business operations and to comply with any and all applicable laws and regulations when using the Subscription Service. Customer acknowledges that Jabra exercises no control over the Customer Data transmitted by Customer through the Subscription Service and assume no liability in this regard.

8.2 Use of Client Software. Customer will:

(a) Install and use upgrades to Client Software if required,

(b) Use Client Software only in combination with the Subscription Services and solely for purposes of using the Subscription Services in accordance with the Documentation and this Agreement.

8.3 Responsibility for Use. Customer is responsible for all activity occurring under Customer's Users accounts, the way it and its Users or Affiliates use the Subscription Service, and for the results obtained and conclusions drawn from the use of the Subscription Service. Customer may not use the Service as the sole basis for decisions with legal effect.

8.4 Duty to inform Jabra. If Customer becomes aware of any non-conforming use of the Subscription Service, malfunction or other faults regarding the Subscription Service, Customer undertakes to inform Jabra thereof without undue delay. It is essential that Customer takes all measures necessary to prevent and minimize any damage or loss due to a discovered non-conforming use, malfunction or other faults, reference is also made to section 6.3. Further, Customer shall:

(a) Notify Jabra immediately of any unauthorized use of any password or user-id or any other known or suspected breach of security,

(b) Report to Jabra immediately and use reasonable efforts to stop any unauthorized use of the Subscription Service that is known or suspected by Customer, and

(c) Not provide false identity information to gain access to or use the Subscription Service.

8.5 Customer equipment. Customer is solely responsible for selecting, purchasing, configuring, operating and maintaining all of Customer's equipment, hardware, internet access, websites, network, data, bandwidth and telephone connections needed to properly access, use and support the Subscription Service.

9 CUSTOMER DATA

9.1 Ownership and Data Controller. Customer controls and owns all right, title, and interest in and to Customer Data. Jabra obtains no rights to Customer Data except as set forth in this Agreement. Customer is at all

times the data controller under this Agreement and applicable data protection laws. Customer warrants that it has complied with all relevant laws in collecting, using and disclosing the Customer Data.

9.2 Customer Data responsibilities. Customer is solely responsible for:

- (a) Collecting, inputting and updating all Customer Data stored on the host system,
- (b) The accuracy, quality, reliability, legality and means by which Customer acquired the Customer Data,
- (c) Obtaining sufficient legal rights and consent, where required, to use the Customer Data and its decisions concerning the processing and use of the Customer Data and to provide Jabra with the license in accordance with section 9.3,
- (d) Ensuring that Customer Data does not include anything that infringes or misappropriates the copyright, trade secret, trademark or IPR of any third party, and
- (e) Ensuring that Customer Data does not contain anything that is obscene, defamatory, harassing, offensive or malicious.

9.3 License to Jabra. Customer grants to Jabra a limited and non-exclusive license, to access, copy, store, process, configure, perform, display and transmit Customer Data solely as necessary for the purposes of: (i) setting up, providing, monitoring and improving the Subscription Services, (b) preventing or addressing service or technical problems, and responding to Customer's requests in connection with customer support matters, (c) communicating to and with Customer and its Users regarding the Subscription Services, (d) enforcing this Agreement, and (e) complying with laws. Jabra will not disclose Customer Data to a third party except to the extent necessary to carry out the terms of this Agreement or as permitted or required by law.

10 MAINTAINANCE SERVICE AND SUPPORT

10.1 Customer is entitled to Jabra's maintenance and support services as more particularly described in Schedule # 2 (Service Level Agreement) attached hereto.

11 PROFESSIONAL SERVICES

11.1 Ordering. Customer may purchase Professional Services under this Agreement subject to a SOW and an Order Form. The SOW will describe the Professional Services and may include, but not be limited to, any of the following: project scope, resources, party responsibilities, Deliverables, fees, expenses and payment schedule. Customer is responsible for providing adequate resources to support the project, technical guidance and documentation on systems, equipment, and processes in order for Jabra to deliver the Professional Services.

11.2 Cooperation. Customer grants Jabra a right to use Customer's systems, proprietary and third party products, Confidential Information, Customer Data and information as necessary to perform the Professional Services.

11.3 Personnel. Jabra will determine which of its personnel or subcontractors will perform the Professional Services. If Customer is dissatisfied with the Professional Services, the Parties will in good faith determine a resolution. If the resolution involves reassigning personnel, Jabra will do so as soon as practical and commercially reasonable. Customer agrees that reassignment of personnel may delay the Professional Services. Professional Services purchased from Jabra may be provided by Jabra or its subcontractor.

12 INTELLECTUAL PROPERTY RIGHTS

12.1 Reservation or Rights. Jabra shall own all right, title and interest in and to the Software, Subscription Service, Documentation, and Deliverables including all modifications, improvements, upgrades, derivative works and all IPR existing therein. Customer acknowledges these rights, accepts that the Agreement only is a time-limited license, and Customer will refrain from infringing Jabra's rights, directly or indirectly, in any way.

12.2 Feedback. Customer acknowledges and agrees that if Customer provides any Feedback to Jabra, then Customer grants to Jabra, without charge, a non-exclusive, perpetual, non-terminable, transferable, sublicensable, fully-paid up right and license to make, use, modify, distribute, grant copyright and trade secret sublicense rights to and otherwise commercialize such Feedback in any way it sees including but limited, as part of any product, service, software or technology. Jabra may use such feedback without any limitation or obligations towards Customer and Feedback shall under no circumstances be considered Confidential Information.

12.3 Rights to Customer Data. Customer is the sole owner of any rights to Customer Data and this Agreement does not grant Jabra any IPR in Customer Data.

13 PROCESSING OF PERSONAL DATA

13.1 As part of the Subscription Service, Jabra will process personal data on behalf of Customer subject to the General Data Protection Regulation ("GDPR"). According to article 28(3) of the GDPR, the Parties are under an obligation to enter into a data processing agreement which is attached as Schedule # 1 to the Agreement.

14 CONFIDENTIALITY

14.1 Duty of Confidentiality. Except to the extent expressly permitted in this Agreement or in a non-disclosure agreement entered into between the Parties or otherwise agreed in writing, the receiving Party shall keep confidential and shall not publish or otherwise disclose to a third party or use for any purpose other than as provided for in this Agreement any Confidential Information. The receiving Party shall be fully responsible for any breach of any obligation of this confidentiality clause by itself or by another legal entity or Person to which the Party has disclosed Confidential Information.

14.2 Duty of Care. The receiving Party will use the same standard of care, but not less than a reasonable standard of care, as it applied to its own Confidential Information to secure confidential treatment of such Confidential Information.

14.3 Permitted Disclosure. Confidential Information provided to the Parties shall only be shared with the Parties' employees, employees of the Party's Affiliates, consultants, or subcontractors on a need-to-know basis, and only to persons covered by confidentiality obligations substantially similar to the provisions of this section 14.

14.4 Legal Disclosures. Each Party may disclose the other's Confidential Information to the extent such disclosure is reasonably necessary for the purposes of prosecuting or defending litigation, or complying with applicable law or court or administrative order, provided that if the receiving Party is required to make any such disclosure of the disclosing Party's Confidential Information it will, except where unlawful or practically impossible give reasonable advance notice to the disclosing Party of such disclosure requirement and in any event limit such disclosure to only the Confidential Information required.

15 REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

15.1 Mutual Representations and Warranties. Both Parties represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

15.2 Subscription Service Warranty. Jabra represents and warrants that: (i) the Subscription Service shall perform materially in accordance with the Documentation and Schedule 2 during the Subscription Period, and (ii) the functionality of the Subscription Service will not be materially decreased during a Subscription Period.

15.3 Professional Services Warranty. Jabra warrants that any Professional Services it provides will be performed in a good and workmanlike manner in accordance with industry standards. Customer must provide a written warranty claim to Jabra within thirty (30) days after the date of the invoice for the Professional Services or as otherwise stated in the SOW. Jabra, at its option, will re-perform Professional Services that do not comply with the warranty at no additional charge, or if not practical and solely at Jabra's option, refund the part of the Professional Services fee, if paid, for the Professional Services that do not comply with the warranty. THIS SECTION 15.3 DESCRIBES JABRA'S SOLE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR A WARRANTY CLAIM IN RELATION TO THE PROFESSIONAL SERVICES.

15.4 General Disclaimer. The warranties set forth above shall not cover any nonconformities caused by: (i) abuse, misuse, alteration, neglect, accident, unauthorized repair or installation, or acts or omissions of any party other than Jabra, (ii) Customer's hardware, software, networks or systems, or (iii) Customer not using the Subscription Service according to the Documentation or this Agreement. UNLESS AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICE IS PROVIDED "AS IS" AND "AS" AVAILABLE". JABRA, ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND GUARANTEES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, FOR THE PROFESSIONAL SERVICES, SUBSCRIPTION SERVICE AND ITS USE, SUFFICIENCY, OR ACCURACY INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT; AND WARRANTY ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, JABRA MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, SUBSCRIPTION SERVICE OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITH CUSTOMER'S EQUIPMENT, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. THE SUBSCRIPTION SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, TELEPHONIC AND ELECTRONIC COMMUNICATIONS AND JABRA IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE AS A RESULT.

15.5 Exclusive Remedy. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS AGREEMENT, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM RELATED TO THE SUBSCRIPTION

SERVICE WARRANTY IS A CLAIM FOR SERVICES CREDITS AS SET FORTH IN SCHEDULE 2.

16 LIMITATION OF LIABILITY

16.1 Liability Cap. THE AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT, ORDER FORM OR A SOW (WHETHER IN AGREEMENT, TORT, RESTITUTION, BREACH OF STATUTORY DUTY, MISREPRESENTATION OR OTHERWISE), OR ANY REPRESENTATION OR TORTIOUS ACT OR OMISSION (INCLUDING NEGLIGENCE) ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT, ORDER FORM OR SOW, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO JABRA IN THE PRECEDING TWELVE (12) MONTHS (THE "LIABILITY CAP").

16.2 Exclusion. IN NO EVENT SHALL EITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFIT, LOSS OF GOOD-WILL, LOSS OF BUSINESS OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, SUFFERED BY THE OTHER PARTY AND WHICH ARISES UNDER OR IN CONNECTION WITH THE AGREEMENT, ORDER FORM OR SOW INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, BUSINESS OR BUSINESS OPPORTUNITY, ANTICIPATED SAVINGS OR WASTED MANAGEMENT TIME, WORK STOPPAGE, LOSS, DELETION OR CORRUPTION OF CONTENT OR DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND REGARDLESS IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

16.3 Exceptions to Limitations. The limits of liability in section 16 apply to the fullest extent permitted by law, except with regards to:

- (a) Breach of a Party's confidentiality obligations,
- (b) a Party's express indemnity obligations, cf. section 14,
- (c) Violation of the other Party's IPR,
- (d) claims as a result of death, personal injury, fraud, fraudulent misrepresentation or wilful misconduct, gross negligence, or
- (e) Customer's failure to comply with section 7 (Use restrictions) or its payment obligations.
- (f) injunctive relief under section 19.10.

17 INDEMNIFICATION

17.1 Indemnification by Jabra. Jabra shall defend, indemnify and hold harmless Customer and all its respective directors, officers, employees, or agents ("**Customer Indemnities**") from any damages, fines, liabilities, reasonable attorney fees, costs and other expenses ("**Loss**") resulting from any demands, suits, judgements, claims, or proceedings (a "**Claim**") brought by unaffiliated third party and resulting from the Subscription Service, or use of the Subscription Service as permitted hereunder infringes or misappropriates their IPR or bodily injury, death, or tangible property damage to the extent caused by Jabra.

17.2 Possible IPR Infringement. If a Claim for infringement of an unaffiliated third party IPR is made or appears likely to be made, Jabra, at its option, shall have the right, at its option, to (i) procure, at Jabra's expense, the

right for Customer to continue using the Subscription Service, (ii) modify or replace the Subscription Service in a manner that substantially retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right or (iii) terminate Customer's right to use of the Subscription Service and provide a pro-rata refund of any prepaid Subscription Fees for the terminated Subscription Service.

17.3 Exceptions. Jabra shall have no obligations under Section 17.1 or otherwise to the extent that the Claim is based on or arises from:

- (a) any content, information, data or Customer Data provided or used by Customer, Users, or other third parties,
- (b) A modification of the Subscription Service not made or provided by Jabra,
- (c) Customer's failure to cooperate or allow Jabra to install a revision, update or release provided by Jabra that would have eliminated the infringement,
- (d) The combination, operation, or use of the Subscription Service with any other technology, services, hardware, or software, where the Subscription Service would not by itself be infringing without such combination,
- (e) Use of the Subscription Service in breach of this Agreement or the Documentation, or
- (f) Use of the Subscription Service after notice of the alleged or actual infringement from Jabra or any appropriate authority.

17.4 Indemnification by Customer. Customer shall defend, indemnify and hold harmless Jabra and all its respective directors, officers, employees, or agents ("**Jabra Indemnities**") from any Loss resulting from any Claim brought by an unaffiliated third party and resulting from:

- (a) use by Customer's or its Users of the Subscription Service in violation of this Agreement or any applicable law,
- (b) bodily injury, death, or tangible property damage to the extent caused by Customer,
- (c) Customer Data distributed, transmitted or disseminated by Customer via the Subscription Service,
- (d) dispute between Customer and a call participant (e.g. Customer's customers), or
- (e) a dispute based on Customer's non-compliance with its obligations (if applicable) to obtain the necessary legal rights contemplated by this Agreement.

17.5 Indemnification Process. Each Party's indemnification obligations in this section 17 are subject to:

- (a) prompt notification to the indemnifying Party of any such Claim (provided that the indemnified Party's failure to provide reasonable written notice shall only relieve the indemnifying Party of its indemnification obligations hereunder to the extent such failure materially limits or prejudices the indemnifying Party's ability to defend or settle such claim),
- (b) the transfer of sole control of the defense and any related settlement negotiations to the indemnifying Party (provided that: (i) indemnifying Party may not make an admission of fault on behalf of the indemnified Party without written consent, (ii) any settlement requiring the indemnified Party to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (iii) the

indemnified Party may join in the defense with its own counsel at its own expense,) and

- (c) the indemnified Party's reasonable cooperation in the defense of such Claim.

17.6 Sole remedy. THIS SECTION 17 SETS OUT THE SOLE LIABILITIES AND EXCLUSIVE REMEDIES FOR CLAIMS DESCRIBED IN THIS SECTION 17.

18 FORCE MAJEURE

18.1 Force Majeure. The Parties shall be exempted from the performance of their obligations under this Agreement or a SOW to the extent such omission is caused by a circumstance which is beyond the reasonable control of the Parties, and which prevents or considerably impedes the fulfillment in due time thereof ("force majeure").

18.2 Force Majeure Events. Force majeure includes, but is not limited to, war, acts of war, terrorist actions, cyber-attacks, import or export bans, natural disasters, epidemics and pandemics, restrictions in the public communication, energy supply or failure or disruptions in data and telecommunication services, measurement or omission by a public authority, new or amended law, authority's decree or measurement, labour dispute, lockouts, boycott, blockades, fire or flooding, extensive loss or destruction of property or accidents of greater extent, and events impacting the delivery or performance products and services from sub-contractors that are necessary for the delivery of the Subscription Services or other circumstances beyond the Party's reasonable control. The Parties shall, in the event of force majeure, use reasonable efforts to limit the effects thereof.

18.3 Notification of Force Majeure. Should either Party be subject to force majeure, it shall immediately inform the other Party thereof.

18.4 Termination in case of continued Force Majeure. If the force majeure in question prevails for a continuous period in excess of one (1) month, either Party shall be entitled to give notice in writing to the other Party to terminate this Agreement or a SOW, specifying the termination date, which must not be less than fifteen (15) days after the date on which the notice to terminate is given. Once a notice to terminate due to force majeure has been validly given, this Agreement or the SOW shall terminate on the termination date set out in such notice.

19 GENERAL PROVISIONS

19.1 Entire Agreement. The Master Services Agreement (including all schedules), the SOW and the Order Form constitutes the entire agreement between the Parties on all issues to which they relate and supersede and replace all prior or contemporaneous proposals, understandings, agreements, negotiations and representations, oral or written. Any pricing, payment and term length conditions in an Order Form that are inconsistent with the Agreement will control for that Order Document only.

19.2 Publicity. Customer agrees that Jabra may identify Customer as a Jabra Subscription Services customer on any of Jabra's websites, client lists, press releases, and/or other marketing materials. Customer also agrees that Jabra may publish a description describing Customer's deployment of the Subscription Services.

19.3 Modifications and Waiver. No modification or waiver of any of the terms of this Agreement shall be deemed valid unless it is in writing and signed by the Party against whom such modification is sought to be enforced. The failure of either Party to insist upon the strict performance of any term of this Agreement or a SOW or the

waiver by either Party of any breach under this Agreement or a SOW shall not prevent the subsequent strict enforcement of such term nor be deemed a waiver of any subsequent breach.

19.4 Severability. In the event any court declares illegal or unenforceable, as written or applied, any provision of this Agreement or a SOW, the balance of such provision and this Agreement or the SOW shall continue in full force and effect as if such provision had been deleted or inapplicable to the situations to which such provision cannot be legally applied.

19.5 Headings. The headings for the clauses of this Agreement or the SOW are for convenience only and shall not be used in any manner to vary the meaning of the text of this Agreement or the SOW.

19.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Jabra may assign this Agreement or a SOW, and its rights or obligations hereunder, without Customer's consent, in connection with a merger, acquisition, corporate reorganization, or sale of Jabra's assets. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective assigns and successors in interest.

19.7 Notices and Communication. In relation to the Agreement or a SOW, the Parties may contact each other by e-mail, as any email to the Contact Person or Administrator User received by the other Party's server is considered as delivered. Jabra may at all times send any and all relevant information to the Contract Person or Administrator User registered for Customer.

19.8 No Agency. Jabra and Customer are not legal partners or agents. The Parties are independent contractors. Jabra does not undertake to perform any of Customer's regulatory obligations, nor assume any responsibility for Customer's business or operations.

19.9 No Third-Party Beneficiaries. Except for any third-party rights held by Jabra's licensors, there are no third-party beneficiaries to this Agreement or a SOW.

19.10 Injunctive Relief. The Parties acknowledge that any breach of their obligations under this Agreement or a SOW with respect to IPR, Confidential Information, or Customer's breach of its obligations in section 7 (Use Restrictions), may cause irreparable injury for which the remedies at law are inadequate and therefore the non-breaching party is entitled to immediate equitable relief, without requirement of posting bond and without the necessity of showing actual money damages, in addition to all other remedies provided by this Agreement or available at law or in equity.

19.11 Export. Each party is responsible for ensuring that its actions with respect to the Subscription Services comply with the applicable U.S. and EU export control laws. Customer will not, directly or indirectly, export, re-export, transfer, retransfer, sell, supply, or allow access to or use of the Subscription Services, Applications, Software, Deliverables or Client Software to, in, by, or for sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S., EU or other applicable law ("**Prohibited Uses**"). Customer is responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorizations. Jabra may terminate the Agreement or a SOW if it determines, in its sole discretion, that the Customer has breached, intends to breach, or insists upon breaching any of the provisions of this clause.

19.12 Governing Law. This Agreement, an Order Form, a SOW and any legal disputes arising out of the Agreement, an Order Form, a SOW (including non-contractual disputes or claims) is governed by Danish law. The United Nations Convention on Contracts for the International Sale of Goods and Uniform Computer Information Transaction Act, as adopted by any state or governing body, does not apply.

19.13 Jurisdiction and Venue. Each Party hereby irrevocably consents to the exclusive jurisdiction of and venue in the courts of Copenhagen, Denmark with respect to any claim, action or proceeding arising out of or in connection with this Agreement, an Order Form, a SOW or the transactions contemplated hereby. Each party waives the right to jury trial for any legal action, in law or equity.

Schedule # 1

Data Processing Agreement

This Data Processing Agreement (the “**DPA**”) is made on Effective Date between:

Customer
(the “**Data Controller**”)

and

Jabra
(the “**Data Processor**” or GN)

(the Data Controller and the Data Processor are also referred to individually as a “**Party**” and collectively the “**Parties**”)

Whereas, the Data Controller requires assistance from the Data Processor to provide the Subscription Service, in accordance with the Agreement, and the Data Processor will process personal data on behalf of the Data Controller in that connection;

Now therefore, in consideration of the premises and mutual covenants contained herein, the Parties agree as follows:

1. Scope of the DPA

- 1.1. The Data Processor acts as a data processor for the Data Controller, as the Data Processor process personal data for the Data Controller as set out in Appendix A.
- 1.2. The personal data to be processed by the Data Processor concerns the categories of data, the categories of data subjects and the purposes of the processing set out in Appendix A.
- 1.3. The Data Processor’s processing of personal data shall take place for the purposes of fulfilment of the Agreement.
- 1.4. This DPA forms an integral part of the Agreement and its provisions, including without limitation its provisions on termination.
- 1.5. This DPA shall take priority over any similar provisions contained in other agreements between the Parties, including the Agreement.
- 1.6. This DPA shall not exempt the Data Controller from obligations to which the Data Controller is subject to pursuant to the General Data Protection Regulation or other legislation.
- 1.7. Both Parties shall be entitled to require this DPA renegotiated in case of changes to the personal data legislation which may materially affect the services provided under the Agreement and this DPA.

2. Definitions:

- 2.1. “California Data Protection Laws” means any Data Protection Law in force in the State of California from time to time, including but not limited to the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020.
- 2.2. “Canadian Data Protection Laws” means any Data Protection Laws in force in Canada in force from time to time, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 2.3. “Data Protection Laws” means all applicable laws and regulation relating to the protection of personal data, privacy and electronic communications as amended from time to time. Depending on the geographical scope of the activities to be carried out under the Agreement, these laws may include the EU Data Protection Law, the California Data Protection Laws and other US Data Protection laws, the UK Data Protection Laws, the Canadian Data Protection Laws and the Data Protection Law(s) of any other relevant country.
- 2.4. “EEA” means the member states of the European Union, Iceland, Liechtenstein, and Norway.
- 2.5. “EU Data Protection Law” means the any EU or member state Data Protection Laws in force, including but not limited to the General Data Protection Regulation and the laws implementing and supplementing the General Data Protection Regulation, and the EU Directive on Privacy and Electronic Communications and the laws implementing or supplementing or superseding it.
- 2.6. “EU Standard Contractual Clauses” means the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en, or subsequent standard data protection clauses adopted or approved by the European Commission as being sufficient to secure transfers of personal data outside of the EEA
- 2.7. “UK Data Protection Laws” means any Data Protection Laws in force in the UK, including but not limited to the UK DPA, the UK GDPR as defined by the UK DPA as amended by the Data Protection, Privacy and Electronic Communications (Amendments, etc.) (EU Exit) Regulations 2019, and the Privacy and Electronic Communications Regulations 2003.

- 2.8. The terms controller, processor, personal data breach, data subject, processing, personal data, pseudonymization, recipient, third party, consent, genetic data, biometric data, data concerning health, representative, and international organization have the meaning given by EU Data Protection Laws unless other Data Protection Laws apply, in which case, they will be interpreted in light of the closest term of the applicable Data Protection Laws.

3. The Data Controller's obligations

- 3.1. The Data Controller is responsible for compliance with any requirements applicable to a data controller under any Data Protection Laws that the Data Controller may be subject to, including without limitation ensuring that the Data Controller is able to demonstrate compliance to the relevant authorities and data subjects. This DPA shall not exempt or be construed in a way to exempt the Data Controller from such obligations.
- 3.2. The Data Controller warrants that its instructions for the Data Processor's processing of the personal data on the Data Controller's behalf will comply with Data Protection Laws.
- 3.3. The Data Controller must notify the Data Processor of any changes to the Data Processor's instructions, including but not limited to the categories of personal data to be processed by the Data Processor on the Data Controller's behalf under the DPA. To the extent such changes result in additional requirements being imposed on the Data Processor with regard to implementation of technical and organizational measures, the Data Controller shall bear the costs of the Data Processor. The Parties must discuss and plan the details of how to implement any such changes.

4. The Data Processor's general obligations

- 4.1. The Data Processor shall only process the personal data in accordance with the instructions given by the Data Controller. The Data Processor will carry out the processing activities as stated in the Agreement Appendix A as well as any other processing activities which is necessary for the Data Processor to provide its services to the Data Controller under the Agreement and this DPA.
- 4.2. The Data Processor may not process or use the Data Controller's personal data for any other purpose than provided in the instructions, including the transfer of personal data to any third country or an international organization, unless the Data Processor is required to do so according to Union or member state law. In that case, the Data Processor shall inform the Data Controller in writing of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.
- 4.3. If the Data Controller decides to change the instructions, and/or if the Data Controller and the Data Processor agree to implement any changes the Parties must agree on a time plan and fee. Once the changes have been implemented, the Data Processor must provide its services in accordance with the changes agreed.
- 4.4. The Data Processor must implement appropriate technical and organizational security measures to protect the personal data specified in Appendix A against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of Data Protection Laws. Such security measures must reflect the current state of the art, be proportional to the cost of implementation taking into account the nature, scope, context and purpose of the processing as well as the risk to fundamental rights and freedoms of natural persons. The Data Processor must furthermore comply with any special requirements to security measures applicable under the Agreement. To the extent that the principles in this section result in additional or change of the requirements imposed on the Data Processor with regard to implementation of security measures other than those set out in Appendix B and the Agreement the additional costs will be borne by the Data Controller.
- 4.5. Appendix B contains a more detailed description of the technical and organizational security measures to be applied by the Data Processor. The technical and organizational security measures in Appendix B shall only be applicable for the Subscription Services as provided by the Data Processor. The Data Controller is responsible for any required security measures beyond the Subscription Services including but not limited to any software, hardware used in combination with the Subscription Services..
- 4.6. In case of a personal data breach the Data Processor is obligated to assist the Data Controller in ensuring compliance with the obligations taken into account the nature of processing and the information available to the Data Processor. If the Data Processor becomes aware of any security breach, the Data Processor must notify the Data Controller in writing without undue delay. Such notification must describe the nature of the security breach in question, including where possible (i), the categories and approximate number of persons (data subjects) affected, and (ii) the categories and approximate number of personal data records affected, as well as the mitigating measures implemented by the Data Processor as a result of such security breach. To the extent the Data Processor is to assist the Data Controller further in connection with notification of security breaches to the data protection authorities and the data subjects, the Data Controller shall bear the costs of the Data Processor for such further assistance.
- 4.7. If the Data Processor receives a data subject request, the Data Processor must pass the request on to the Data Controller as soon as possible. In addition hereto, the Data Processor is obligated to assist the Data Controller by appropriate technical and organizational measures, in so far as this is possible, in responding to the data subjects' requests for exercising their rights, subject to reimbursement of the costs of the Data Processor by the Data Controller.
- 4.8. To the extent that the Data Controller is required to make a data protection impact assessment, the Data Processor will provide the Data Controller with reasonable assistance at the Data Controller's cost. The Data Controller will notify the Data Processor of the results of any such impact assessment in order to allow the Data Processor to carry out any required changes. To the extent that such change results in additional requirements being imposed on the Data Processor with regard to implementation of technical and organizational measures other than those set out in Appendix B, the Data Controller will pay the costs involved. The Data Controller and the Data Processor must discuss and plan the details of

how to implement any such changes. If the Parties cannot agree on the implementation, each Party is allowed to terminate the agreement in accordance with section 2.3 of the Agreement.

- 4.9. If the Data Processor considers an instruction from the Data Controller to be in violation of Data Protection Laws, the Data Processor shall inform the Data Controller in writing about this.
- 4.10. Unless otherwise provided in the Agreement, on termination of this DPA for whatever reason, the Data Processor must, if so requested by the Data Controller and at the Data Controller's cost, either return all personal data processed on the Data Controller's behalf or delete all personal data or copies of such data, as instructed by the Data Controller.

5. Documentation and audit

- 5.1. If requested by the Data Controller the Data Processor must provide the Data Controller with sufficient information to allow the Data Controller to verify that the Data Processor has implemented appropriate technical and organizational security measures in locations and systems relevant to the personal data processed under this DPA, provided however that any information and documentation beyond Data Processor standard security documentation, see Appendix B, will be provided at the Data Controller's cost.
- 5.2. The Data Controller is entitled to inspect the Data Processor's premises relevant to the services under the Agreement, subject to prior agreement with the Data Processor. Any costs incurred by the Data Processor in connection with the Data Controller's inspection will be payable by the Data Controller. In addition, the Data Controller is entitled at its own expense to engage an independent third party of its own choice to conduct an annual audit of the Data Processor's processing activities. If the Data Controller inspects the Data Processor's premises, the Data Controller must accept any requirements of the Data Processor as to security and confidentiality. Where the Data Controller uses a third-party auditor, the Data Controller warrants that the third party will accept and comply with the Data Processor's security and confidentiality requirements.
- 5.3. The Data Processor must give authorities who by Union or member state law have a right to enter the Data Controller's or the Data Processor's facilities, or representatives of the authorities, access to the Data Processor's physical facilities against proper proof of identity. The Data Controller will reimburse the Data Processor for its costs in this regard.

6. Sub data processors

- 6.1. The Data Processor is entitled to engage one or more third party sub data processors to process personal data under this DPA for purposes of fulfilling the Data Processor's obligations to the Data Controller ("**Sub-Processors**") in accordance with the provisions of this section 6. The Data Processor will be responsible for the services provided by such Sub-Processors in the same way as if the services were provided by the Data Processor itself. To the extent any Sub-Processors are used as of the Effective Date of the DPA such Sub-Processors are specified in Appendix C.
- 6.2. The Data Processor's use of such Sub-Processors for the processing of personal data must be governed by a written agreement between the Data Processor and the relevant Sub-Processor (a "**Sub-Processor Agreement**"). Such Sub-Processor Agreement must impose similar obligations on the Sub-Processor as those imposed on the Data Processor under this DPA, to the extent such technical and organizational security measures are considered relevant and necessary taken into account the nature of the services. The Sub-Processor Agreement must include an obligation on the part of the Sub-Processor that the Sub-Processor will apply appropriate organizational and technical measures in order to comply with the requirements under Data Protection Laws.
- 6.3. The Data Processor will inform the Data Controller of any changes concerning the addition or replacement of Sub-Processors by e-mail to the Contact Person specified in the Agreement or in this DPA. If the Data Controller has any objections to the Data Processor's appointment of a new Sub-Processor, the Data Controller must notify the Data Processor by e-mail within 30 calendar days after being notified by the Data Processor. The Data Processor will be entitled to object only for reasonable and specific reasons.
- 6.4. If the Data Controller makes a reasonable and specific objection to the use of a Sub-Processor within the period set out above, the Data Processor must take such objection into account in accordance with the following provisions: (i) the Data Processor may decide to implement any changes necessary to remedy the Data Controller's objections, or (ii) If the Data Processor decides not to remedy or if the Data Processor is unable to remedy within a reasonable time, each party will be entitled to terminate the Agreement or the DPA in respect of the part which relates to the specific services that would otherwise give the Sub-Processor access to personal data. The other provisions of the Agreement or the DPA will continue in full force and effect in accordance with the terms of the Agreement and the DPA.
- 6.5. Any partial termination of the DPA, cf. section 6.4, is subject to a reasonable notice to be agreed in each individual case, subject to a maximum of six months, and the Parties will retain all of their rights and obligations under the Agreement concerning the partial termination, including for example with regard to termination assistance and payment of any termination fee.
- 6.6. On the same terms as stated in sections 4.1- 4.5, with the necessary changes, the Data Processor is entitled to use Sub-Processors located in third countries to fulfil its obligations to the Data Controller.
- 6.7. To the extent the Data Processor transfers personal data across borders, the Data Processor shall rely on an appropriate data transfer mechanism where legally required under applicable Data Protection Law to allow for such cross-border transfers.
- 6.8. To the extent the Data Processor transfers personal data which is subject to EU Data Protection Laws across borders to sub-processors, the Data Processor shall not transfer any such data outside of the EEA or a country deemed adequate by the European Commission, without relying, for the entire duration of such transfer on: (i) the EU Standard Contractual

Clauses applied in a manner in accordance with EU Data Protection Laws; or (ii) an alternate mechanism in accordance with EU Data Protection Laws.

7. Payment

7.1. Where the Data Controller is to pay the Data Processor's costs under this Agreement, such costs must be paid on a time and materials basis, unless otherwise expressly agreed. Where the Parties have agreed on hourly rates for the Data Processors' consultants as well as on the payment terms for the provision of services according to a time and materials basis, such hourly rates and payment terms will apply. In the absence of such agreement, The Data Processor will charge the Data Controller according to the Data Processor's generally applicable hourly rates and invoice the Data Controller monthly in arrears in this regard.

Data Processing Agreement - Appendix A:

This appendix describes the processing, the data subjects and the types of personal data.

The processing of personal data

a) Purpose and nature of the processing operations:

The Data Processor is providing a service that performs voice analytics on voice audio calls. Features are extracted from the voice audio, and AI (Artificial Intelligence) and ML (Machine Learning) technology is applied to estimate tone of voice, such as levels of agent tone and call participant tone of voice. In addition to tone, speech metrics such as speech rate, intonation, interruptions and long pauses are analysed.

An agent is a person who is engaged by the Data Controller to respond to calls ("Agent"). A call participant is a person who is in contact with the Agent/Data Controller using phone or speech over digital communication channels ("Call Participant").

The purpose of the service is to enable the Agents to better understand themselves and Call Participants in calls with Call Participants, and hereby increase Agent engagement and enable self-coaching, leading to increased Call Participant satisfaction. Furthermore, if Supervisor roles are enabled, to provide managers with insights of Agents' and team performance.

The analysis is processed real-time locally, i.e. performed on the device of the Agent, and visualising the results of the analysis locally for the Agent. The calls are recorded in segments of approximately one second ("Cache Memory Segment"). Each Cache Memory Segment is only kept in the local device cache memory and only to enable conversion into a tone analysis. Once converted the Cache Memory Segments are deleted. The Cache Memory segments are not held more than 7 seconds before it is deleted. The service is not attempting to detect or analyse what is being said. The purpose is solely to analyse the tone of the conversation, meaning analysing how things are said. Furthermore, no attempt is made to detect the identity of the Call Participant speaking.

The results of the locally processed tone and speech metrics are stored centrally. The purpose of storing aggregated data is to provide the Agent with feedback across calls, as well as provide data and insights for supervisors and management. This may be used for e.g. BI systems and dashboards.

To improve the performance of the service, Agents can optionally give feedback on the analysis after a call. E.g. if an Agent disagrees with the analysis, this can be used to identify where the service may be improved.

b) Categories of data subjects:

- I. Call Participants
- II. Agents

c) Categories of personal data:

Ad b) I

Only Cache Memory Segments that may contain the conversation. The content of the conversation depends on the Data Controller's line of business. Further, voice and other audio signals as e.g. ambient noise and music may be processed in the Cache Memory Segments.

Ad b) II

Only Cache Memory Segments that may contain the conversation. The content of the conversation depends on the Data Controller's line of business. Further, voice and other audio signals as e.g. ambient noise and music may be processed in the Cache Memory Segments.

Call meta data, as e.g. time of call and identifier (name and email) of Agent.

d) Special categories of data (sensitive data):

The purpose of the service is not to capture any special categories of data.

Ad b) I

Only Cache Memory Segments that contain segments with bits of the conversation. The content of the conversation depends on the Data Controller's line of business. Each segment is only kept for a maximum of seven (7) seconds.

Ad b) II

Cache Memory Segments that contain segments with bits of the conversation. The content of the conversation depends on the Data Controller's line of business. Each segment is only kept for a maximum of seven (7) seconds.

Data Processing Agreement - Appendix B:

The Data Processor will implement the below technical and organizational security measures in connection with the processing of the personal data specified in this Appendix.

1. The Data Processor will process the personal data in accordance with this Agreement and the data processor relevant provisions of the General Data Protection Regulation.
2. Employees of the Data Processor who are involved in the processing of personal data under this Agreement will be subject to a duty of confidentiality. Only duly authorized employees may be given access to the personal data processed under this Agreement.
3. The Data Processor must ensure that its employees are given sufficient training and instructions.
4. The Data Processor has restrictions in place with regards to access rights for personal data and an access control system. Access to personal data is restricted to employees and, where relevant, other data processors with a work-related need and is granted subject to advance approval by the Data Processor. Access will be withdrawn if the user no longer meets the access criteria. The Data Processor will handle authorization for its own employees and consultants.
5. Access rights are reviewed periodically and managed from a single location by using groups and roles for access and authorization.
6. The Data Processor uses appropriate logical authentication mechanisms, e.g. passwords, biometrics or similar mechanisms. The authentication mechanisms used satisfy what may be deemed to constitute good practice in this field (such as requirements for password length and complexity).
7. The Data Processor has appropriate technical measures in place to limit the risk of unauthorized access and/or installation of malicious code. By way of example, such measures may include firewalls, antivirus software and malware protection. The Data Processor has formal procedures in place to keep the security systems up to date.
8. The Data Processor has formal change management procedures in place to ensure that any change is duly authorized, tested and approved before implementation. The procedure is supported by effective segregation of duties and/or management follow-up to ensure that no one individual may be in control of a change alone.
9. To the extent that this is a requirement under applicable law or otherwise provided for in the Master Agreement, the Data Processor will use relevant encryption technologies and other similar measures while dealing with sensitive data
10. To the extent provided for in the Master Agreement the Data Processor must arrange for back up of systems and data and that such back-ups are kept safely and in accordance with the provisions of the Master Agreement.
11. The Data Processor will log personal data in accordance with the provisions of the Master Agreement. The Data Controller is responsible for monitoring the Data Controller's access to and processing of personal data.

12. In accordance with the provisions of the Master Agreement, the Data Processor will keep a log of failed access attempts and any additional access attempts which are blocked after a certain number of consecutive failed attempts.
13. Data is only transferred on encrypted media.
14. Production, testing and development will take place in separate environments. Each environment is strictly segregated by firewalls
15. Selected users/admins getting only read only access to production environment to manage and troubleshoot when needed
16. Deployments only done by automated process
17. Production environment is monitored by health checks and availability monitoring
18. Communication to Jabra cloud only through HTTPS
19. Authentication and authorization to web services and applications are done by OAuth2 protocol.
20. Azure infrastructure will be hosted in Azure Europe West (Netherlands) or in T-Systems Open Telekom Cloud (Germany).
21. For development, Azure DevOps is used as Cord repository, build server, package management, configuration and release management. SOC2 report of Azure DevOps is available as 'Azure DevOps SOC 2 Type II Report.pdf'.



Data Processing Agreement - Appendix C:

This appendix contains details on the sub-Processors used by the Data Processor (if any):

1. Open Telekom Cloud

T-Systems Open Telekom Cloud is used as secure cloud environment for hosting and processing of data.

T-Systems International GmbH
Hahnstraße 43d
D-60528 Frankfurt am Main

2. Microsoft Azure

Microsoft Azure is used as secure cloud environment for hosting and processing of data.

Microsoft Azure Amsterdam Data Center
Agriport 601
Middenmeer
Netherlands

Schedule # 2 Service Level Agreement

This Service Level Agreement (the “SLA”) is subject to general terms and conditions of the Master Subscription Agreement and the applicable Order Form that is entered into between Customer and Jabra, under which Jabra provides the Subscription Service and that references this SLA. This SLA may be updated by Jabra from time to time upon written notice. Capitalized terms not defined in this SLA shall have the meaning given to them in the Definitions above.

1. Maintenance and support

1.1. Jabra shall plan and manage the day-to-day provision of the Subscription Service, schedule resources to ensure adequate cover for problem management, undertake regular reviews of response times and other metrics/characteristics, and conduct performance measurement to monitor performance of the Subscription Service against agreed Availability Level.

1.2. During the Term of the Agreement, Jabra shall provide ordinary Maintenance Services to Customer.

1.3. Jabra is entitled to put the Subscription Service out of operation, either wholly or in part, for Planned Downtime without this being construed as lack of performance, lack of delivery, underperformance, or Downtime of the Subscription Service. Jabra will notify Customer once the Planned Downtime are completed.

1.4. Jabra shall endeavour to provide Customer with at least two (2) Business Days' prior written notice of any Planned Downtime that is likely to have a negative impact upon performance of the Subscription Service. Customer acknowledges that some maintenance may be required e.g., for security reasons, which may lead to the customer receiving a shorter or no notice at all. Jabra shall use reasonable efforts to give Customer written notice of any emergency security update to the Subscription Service.

1.5. Jabra will use commercially reasonable steps to minimise disruption to the Subscription Service that may cause a failure or disruption of the Subscription Service, when providing any type of Maintenance Services.

1.6. Jabra shall use ordinary effort to give to Customer prior written notice of the application of an upgrade to the Subscription Service.

1.7. In the event that any Maintenance Services has a negative impact on the Subscription Service, then Jabra shall have the option to, at its sole discretion, deliver a patch or update to restore the Subscription Service.

2. Incident Management

2.1. Reporting of incidents:

2.1.1. If Customer or any of its Users identifies problems that are believed to be defects in or lack of performance of the Subscription Service, Customer will report the problems to the Administrator User.

2.1.2. The Administrator User shall ensure that all problems are validated by checking they are not due to incorrect use of the Subscription Service or Customer's own environment or equipment or lack of User knowledge prior to reporting such problems to Jabra. Customer shall employ all reasonable endeavours to ensure that Jabra acquires from Customer all information and material that Jabra considers necessary for problem resolution. Support and Maintenance Services are granted only to authorised named Administrator Users.

2.1.3. Incidents are defined in accordance with the below table (T1 to T3). All T1 Incidents shall be reported to Engage_ai_support@jabra.com marked as “CRITICAL” in the subject line. For any T2 and T3 incidents, Jabra provides general technical support during Business Hours.

2.2. Submission of support incident

2.2.1 Each support case shall:

- a) Designate the incident level of the error in accordance with the definitions in the table in section 3,
- b) Identify the User's account that experienced the error, and
- c) Describe the incident thoroughly and include necessary support documentation sufficiently detailed to allow Jabra's support team to attempt to duplicate the error (including any relevant error messages).

2.2.2 Each incident submitted by the Customer to the Jabra will be assigned a priority. The default priority is T3 “Minor Incident”. The Customer can set the initial priority when submitting an incident, however, the final priority shall be assigned by Jabra after evaluation of the Incident by the Jabra.

3. Incident Response Times

3.1. Incident levels:

Incident level	Criteria	Response Time*
T1: Critical Incident	An incident where the Subscription Service is completely inaccessible and unavailable due to Downtime.	4 Business Hours
T2: Medium Incident	An incident where the Subscription Service is impacted and partly inaccessible, but the User can still access and materially use the Subscription Service	8 Business Hours
T3: Minor Incident	An error that has low-to-no impact on the User's access to and use of the Subscription Service	24 Business Hours

*Jabra provides responses and updates during Business Hours only. Target response times will correspondingly carry into subsequent business days. Responses Times does not cover actual incident resolutions times.

4. Availability

4.1. Jabra will use commercially reasonable efforts to make the Subscription Service available for use at an Availability Level of 99% of the Scheduled Uptime during the Measured Period.

4.2. "Downtime" means any period of time where the Subscription Service is completely and generally unavailable or inaccessible due to T1 incidents (as defined in the Service Level Agreement). Downtime is measured in whole hours beginning when the support ticket is received by Jabra and ending when the Subscription Service is made available to Customer again. For avoidance of doubt Downtime shall not include downtime which is caused by actions of Customer and other exclusions as specified in the Service Level Agreement.

4.3. If Jabra fails to meet the Availability Level in a Measured Period, Customer's sole and exclusive remedy shall be a pro rata service credit of the Subscription Fee per Measurement Period in accordance with the terms of this Service Level Agreement. For example, a Measured Period is 30 days, and Subscription Service is unavailable for ten (10) hours during that Measured Period (1.36 % of the hours during the Measured Period) then Customer is eligible for a pro rata service credit of 5% the Subscription Fee per calendar month. In the previous example, if the annual Subscription Fee is USD 100,000, the service credit would be $(USD\ 100,000/12) * 0.05 = USD\ 417$.

4.4. The receipt of a service credit is the Customer's exclusive remedy in case of unavailability, Downtime, non-performance or other failure of Jabra to provide the Subscription Services or in the event of breach of Jabra's general warranty set forth in section 15.2 of the main terms of the Agreement. To receive a service credit, Jabra must be contacted within seven (7) Business Days following the end of the unavailability. Jabra will apply the service credits against future Subscription Service invoices. Service credits will not entitle Customer to any setoff, refund or other payment from Jabra or its partners. A service credit will be applicable and issued only if: (a) Customer does not owe Jabra or its partners (if any) any past due amounts and (b) Customer is in compliance with the terms of the Agreement.

4.5. The duration of each of the following events (each, an "SLA Exclusion") shall be excluded from the definition or calculation of Downtime:

- a) Planned Downtime,
- b) Any maintenance outside the scope of Planned Downtime that is approved by Customer,
- c) Unavailability caused by a force majeure event or factors outside of Jabra's reasonable control,
- d) Unavailability resulting from Customer's equipment, software, actions (such as configurations) or other technology and/or other third-party equipment, software, or other technology (other than third party equipment that is within Jabra's direct control or is used by one of Jabra's subcontractors to maintain the proper operation of the Subscription Service),
- e) Downtime caused by use of the Subscription Service by Customer or its Users other than as authorized under the Agreement, and
- f) Unavailability arising from Jabra's suspension and/or termination of Customer's rights to use Subscription Service in accordance with the Agreement.

Availability Level (during a Measurement Period)	Service Credit
100% - 98.99%	0%
97% - 98.99%	5% pro rata of the Subscription Fee per calendar month
95% - 96.99%	10% pro rata of the Subscription Fee per calendar month
90% - 94.99 %	25% pro rata of the Subscription Fee per calendar month
Below 90.0%	50% pro rata of the Subscription Fee per calendar month

The cumulative service credits per Subscription Period, if any, cannot in no event exceed five percent (5%) in aggregate of the then current annual Subscription Fee.