MITEL DATA PROCESSING ADDENDUM

Recitals

A. Mitel provides certain services as set out in Annex 1 of this DPA ("**Services**") to Customer under an agreement(s) between Mitel and Customer **("Agreement")**, under which Mitel processes or may process Customer Personal Data from time to time.

B. The Customer and Mitel have agreed to enter into this data processing addendum ("**DPA**") to ensure that adequate safeguards are put in place with respect to the protection of such Customer Personal Data.

C. This DPA forms part of and is subject to the terms of the Agreement.

Definitions

1.1 The following expressions are used in this DPA:

(a) **"Adequate Country"** means a country or territory that is recognized under EU Data Protection Laws or UK Data Protection Laws from time to time as providing adequate protection for Personal Data;

(b) "**China Standard Contractual Clauses**" or "**China SCCs**" shall mean the standard contract for outbound transfer of personal information formulated by the cyberspace administration of China for the transfer of personal information from China to abroad defined by article 4 of the measures for the standard contract for outbound transfer of personal information effective as of June 1, 2023.

(c) "**Customer Personal Data**" shall mean Personal Data that is (i) uploaded directly to the Services by Customer, (ii) otherwise collected or generated by the Services when used by the Customer, (iii) provided to Mitel directly by Customer and/or (iv) accessed, stored, or otherwise processed by Mitel in connection with the Services to Customer.

(d) **"Customer Group"** means Customer and any corporate entities which are from time to time under Common Control with Customer;

(e) "**Data Breach**" has the meaning set forth in Section 4.1(f);

(f) "**Data Subject Request**" means a request from or on behalf of a data subject relating to access to, or rectification, erasure or data portability in respect of that data subject's Personal Data or an objection from or on behalf of a data subject to the processing of its Personal Data;

(g) "**Data Protection Laws**" means all laws and regulations applicable to the processing of Personal Data under an Agreement, including without limitation EU Data Protection Laws, UK Data Protection Laws, as well as data protection laws of Canada (whether federal or provincial) and the United States (whether federal or state);

(h) "**EU Data Protection Laws**" means all laws and regulations of the European Union, the European Economic Area and their member states applicable to the processing of Personal Data pursuant to an Agreement Regulation (EU) 2016/679 ("**GDPR**") and Directive 2002/58/EC (including any implementing legislation of such Directive);

(i) "**EU Standard Contractual Clauses**" or "**EU SCCS**" means the contractual clauses annexed to the European commission's implementing decision 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.

(j) "**Personal Data**" means all data which is defined as 'Personal Data' or similar under Data Protection Laws and to which Data Protection Laws apply, and which is provided to Mitel or accessed, stored or otherwise processed by Mitel in connection with the Services;

(k) "**processing**", "**data controller**", "**data subject**", "**special categories of personal data**", "**supervisory authority**" and "**data processor**" when used in respect of EU Personal Data shall have the meanings ascribed to them in the EU Data Protection Laws;

(l) **"Mitel Group"** means Mitel and any corporate entities which are from time to time under Common Control with Mitel;

(m) "**Standard Contractual Clauses**" means as applicable, the EU SCCs, the UK SCCs, Swiss SCCs, or China SCCs or such other applicable standard contractual clauses in relation to any other jurisdictions (in each case) as amended or replaced by the competent regulatory authority from time to time.

(n) "**Swiss SCCs**" means the standard contractual clauses as approved by the Swiss Federal Data Protection and Information Commissioner ("**FDPIC**").

(o) "**UK Data Protection Laws**" means the EU General Data Protection Regulation 2016/679, the Data Protection Act 2018 and The Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be modified or replaced from time to time), each as amended by Data Protection, Privacy and Electronic Communications (Amendments etc.)(EU

Exit) Regulations 2019 (as may be modified or replaced from time to time) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018;

(p) "**UK GDPR**" has the meaning as defined in Section 3 of the Data Protection Act 2018; and

(q) **"UK Standard Contractual Clauses" or "UK SCCs"** means the international data transfer addendum to the European Commission's standard contractual clauses of 21 March 2021 adopted pursuant to Article 46 of the UK GDPR.

(r) An entity **"Controls"** another entity if it: (i) holds a majority of the voting rights in it; (ii) is a member or shareholder of it and has the right to remove a majority of its board of directors or equivalent managing body; (iii) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (iv) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in **"Common Control"** if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

(s) **Catch All**. Any other terms that are used in this DPA but not otherwise defined shall have the meaning provided in Data Protection Laws unless otherwise defined in the Agreement.

2. Relationship of the parties

2.1 Customer appoints Mitel as a processor (or sub-processor, as the case may be) to process the Personal Data described in Annex 2 for the purposes set out in Annex 2 of this DPA, or as otherwise agreed in writing by the parties.

2.2 In respect of the parties' rights and obligations under this DPA regarding Personal Data, each party shall comply with the obligations that apply to it under applicable Data Protection Laws.

2.3 Both parties shall provide to the other a means to from time to time communicate or make enquiries regarding Customer Personal Data and each of Mitel and the Customer shall take commercially reasonably efforts to deal with any such communications and enquiries promptly. Mitel has appointed a Data Protection Officer and Mitel's data protection office may be contacted by emailing gdpr@mitel.com.

3. Customer obligations

3.1 As between the parties, Customer is solely responsible for the accuracy, quality, and legality of (i) the Customer Personal Data provided to Mitel by or on behalf of Customer; (ii) how Customer acquired any such Customer Personal Data; and (iii) the instructions Customer provides to Mitel regarding the Processing of such Customer Personal Data.

3.2 Unless expressly agreed, Customer agrees not to disclose (and shall not permit any data subject to disclose) any special categories of Personal Data to Mitel.

4. Mitel's obligations

4.1 With respect to Customer Personal Data, Mitel will:

(a) only process Customer Personal Data in order to provide the Services and shall act only in accordance with this DPA, or as otherwise agreed in writing by the parties;

(b) in the unlikely event that applicable law requires Mitel to process Customer Personal Data other than pursuant to the Customer's instruction, Mitel will notify the Customer (unless prohibited from so doing by applicable law);

(c) inform the Customer (as soon as reasonably practicable upon becoming aware) if, in Mitel's opinion, any instructions provided by the Customer under Clause 4.1(a) infringe the GDPR or other Data Protection Laws;

(d) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data. Such measures include, without limitation, the security measures set out in Annex 3. Where processing of Customer Personal Data is carried out on-premises, i.e. on Customer's infrastructure or Customer's third-party provider's infrastructure, for any security measures that are managed solely by the Customer or Customer's third-party infrastructure provider, such as physical security for the applicable data centres, Customer acknowledges that Mitel does not control such infrastructure, and Mitel will rely on the security measures implemented and maintained by Customer or Customer's third-party infrastructure provider.

(e) take reasonable steps to ensure that only authorised personnel have access to Customer Personal Data and that any persons whom Mitel authorises to have access to the Customer Personal Data are under obligations of confidentiality. All personnel who have access to the Customer Personal Data must have received appropriate training on how to handle it in accordance with this DPA;

(f) if Mitel confirms there has been a breach of security on Mitel's infrastructure, leading to a material accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Customer Personal Data which requires disclosure to Customer under Data Protection Laws (a "**Data Breach**"), Mitel shall inform Customer without undue delay and shall provide reasonable information and cooperation to Customer so that Customer can fulfil any data breach reporting obligations it may have under Data Protection Laws. Mitel's notification of or response to a Data Breach under this Section 4(f) shall not be construed as an acknowledgment by Mitel of any fault or liability with respect to the Data Breach.

(g) promptly notify the Customer if it receives a Data Subject Request. Except as required by Data Protection Laws, Mitel will not respond to a Data Subject Request received by Mitel without the Customer's prior written consent except to confirm that such request relates to the Customer to which the Customer hereby agrees; and

(h) taking into account the nature of processing and the information available to Mitel, provide Customer with reasonable assistance to the extent required under Data Protection Laws. Customer agrees to pay Mitel for providing such assistance, at Mitel's standard consultancy rates.

(i) Upon termination or expiry of the Agreement, where applicable, Mitel will at the choice and written request of Customer, destroy all Personal Data in its possession or control in accordance with the Agreement, save that this requirement shall not apply to the extent Mitel is required by applicable law to retain some or all of the Personal Data, or to Personal Data it has archived on back-up systems, which data Mitel shall securely isolate and protect from any further Processing and delete in accordance with its deletion practices.

(j) [CALIFORNIA ONLY] - Without limiting the generality of the foregoing, where Mitel processes Customer Data that is subject to the CCPA and/or the CPRA in the course of providing the Services, the following terms shall apply, in addition to the above terms.

　　A.　Mitel shall not:

　　　　i.　sell or share Customer Personal Data;

　　　　ii.　retain, use, disclose or otherwise process Customer Personal Data for any purpose other than for the specific purpose of providing the Services, including but not limited to (i) marketing or commercially exploiting Customer Personal Data or (ii) disclosing Customer Personal Data for a commercial purpose other than providing the Services.

　　　　iii.　retain, use, disclose or otherwise process Customer Personal Data outside of the direct business relationship between both parties; and

　　　　iv.　combine Customer Personal Data received from or on behalf of Customer that it processes as part of the Services with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except where both (i) are expressly required to perform the Services and (ii) permitted by Applicable Laws.

　　B.　Mitel certifies that it understands the restrictions set out in this subsection and will comply with them.

5. Sub-processing

5.1 Customer consents to Mitel's use of the sub-processors set forth in Annex 5 of this DPA (if there is no Annex 5 or it is incomplete, no Subcontractors are approved) ("List of Sub-Processors") and grants a general authorization to Mitel to appoint (a) other members of the Mitel Group and (b) third party data center operators, third party cloud service providers, and outsourced support providers as sub-processors to support the performance of the Services.

5.2 Mitel will provide a current list of sub-processors upon written request. The list shall be considered Mitel's confidential and proprietary information and shall not be shared by Customer with any third party without Mitel's prior written consent except where required under Data Protection Laws or where the list is provided to a data subject whose personal information is processed by Mitel, or a Mitel sub-processor and the data subject has required such list.

5.3 If the Customer has a reasonable objection to any sub-processor (objection should be on grounds relating to data protection e.g. if making Personal Data available to sub-processor may violate applicable Data Protection Laws or weaken the protections for such Personal Data), it shall notify Mitel of such objections in writing within ten (10) days of the receipt of the list and the parties will seek to resolve the matter in good faith within a sixty (60) day period. Mitel may use any sub-processor whilst the objection procedure in this clause 5.3 is in process. Where Customer's objection to a sub-processor cannot be resolved in good faith, Mitel will, at its sole discretion, either replace the sub-processor, or permit Customer to terminate or suspend the affected Service in accordance with the termination provisions in the Agreement without liability to either Party (but without prejudice to the fees incurred by Customer prior to suspension or termination).

5.4 Mitel will ensure that any sub-processor it engages to provide services on its behalf in connection with the Agreement does so only on the basis of a written contract which imposes on such sub-processor terms substantially no less protective of Customer Personal Data than those imposed on Mitel in this DPA (the "**Relevant Terms**"). Mitel will be liable to the Customer for any breach by such person of any of the Relevant Terms.

6. Audit and records

6.1 Mitel will make available to Customer information relevant to Mitel's performance of this DPA in Mitel's possession or control which Customer reasonably requests in writing (and which Mitel is lawfully entitled to disclose). Upon Customer's written request, no more than once in a year, Mitel agrees to provide Customer with a summary copy of Mitel's audit report(s), if any, relating to the Services. Such reports shall be considered Mitel's confidential and proprietary information and shall not be shared with any third party except with Mitel's prior written consent or as required under Data Protection Laws. This Section 6.1 does not provide Customer with any right to conduct an onsite audit.

6.2 To the extent required under Data Protection Laws, Mitel shall maintain complete and accurate records of all processing of Customer Personal Data carried out by it, or on its behalf, pursuant to the DPA.

7. Data transfers

7.1 Unless otherwise agreed, Customer acknowledges and agrees that Mitel may process Customer Personal Data under this DPA on a global basis.

7.2 To the extent that any processing of Customer Personal Data originates from a country with laws imposing data transfer restrictions, Mitel shall take such measures as are necessary to ensure the transfer is in compliance with the applicable Data Protection Law.

7.3 Where such Customer Personal Data originates from a country with an approved transfer mechanism, such as the Standard Contractual Clauses (SCCs), the applicable SCC is hereby incorporated by reference and shall apply as further detailed in Annex 4 to this DPA. Annex 2 and 3 of this DPA as applicable forms an integral part of this DPA and shall be deemed Appendixes 1 and 2 to the SCCs mutatis mutandis.

7.4 Where Mitel engages sub-processors who are involved in the processing of Customer Personal Data, Mitel will ensure that a suitable mechanism is in place between Mitel and the sub-processor prior to transferring any Customer Personal Data, which originates from a country with laws imposing data transfer restrictions, to the sub-processor.

7.5 The following terms shall apply to the Standard Contractual Clauses incorporated in Annex 4 to this DPA:

(a) Mitel may appoint sub-processors as set out, and subject to the requirements of, clauses 4 and 5 of this DPA.

(b) The Customer may exercise its right of audit subject to the requirements of, clause 6 of this DPA.

8. Liability

8.1 MITEL'S TOTAL LIABILITY SHALL IN ALL CIRCUMSTANCES BE LIMITED IN ACCORDANCE WITH THE AGREEMENT OR, IF NO LIABILITY CAP IS DETAILED IN THE AGREEMENT, MITEL AND MITEL'S AFFILIATES' MAXIMUM TOTAL AGGREGATE LIABILITY TO THE CUSTOMER (AND TO EACH MEMBER OF THE CUSTOMER GROUP COLLECTIVELY) UNDER OR IN CONNECTION WITH THIS DPA (INCLUDING UNDER THE STANDARD CONTRACTUAL CLAUSES SET OUT IN ANNEX 3) SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE LESSER OF THE: TOTAL AGGREGATE FEES PAID TO MITEL UNDER THE AGREEMENT IN THE PRECEEDING TWELVE (12) MONTHS OR ONE HUNDRED THOUSAND UNITED STATES DOLLARS.

8.2 Customer shall indemnify, defend and hold harmless Mitel, its affiliates, officers, directors and employees against all claims, expenses, costs (including reasonable legal costs), damages, losses, demands and regulatory fines awarded against or incurred or paid by Mitel arising from or in connection with the Customer's Personal Data.

9. General

9.1 If Customer determines that it must notify any authority, data subject and/or the public (or portions of the public) of a Data Breach, Customer will notify Mitel before the communication is made and supply Mitel with copies of (i) any written documentation to be filed with the authority, and (ii) any notification that Customer proposes to make (whether to an authorit(ies), data subject(s) the public or portions of the public) which references Mitel, its security measures and/or its role in the Data Breach, whether or not by name. Subject to the Customer's compliance with any mandatory notification deadlines under Data Protection Law, the Customer will consult with Mitel in good faith and take account of any clarifications or corrections Mitel reasonably requests to such filing and/or notifications.

9.2 This DPA is without prejudice to the rights and obligations of the parties under any Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Agreement, the terms of this DPA shall prevail so far as the subject matter concerns the processing of Customer Personal Data. Notwithstanding the foregoing, this DPA shall not limit any of Mitel's rights in respect of Customer Personal Data set out in the Agreement.

9.3 This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. No other representations or terms shall apply or form part of this DPA.

9.4 Should any provision of this DPA be invalid or unenforceable, then the remainder of this DPA shall remain valid and in force. The invalid or unenforceable provision shall be either (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein.

9.5 Subject to the terms of Annex 4, this DPA shall be governed by and construed in accordance with the laws of the country of territory stipulated for in the Agreement at issue and each of the parties agrees to submit to the choice of jurisdiction as stipulated in the relevant Agreement in respect of any claim or matter arising under this DPA.

9.6 A person who is not a party to this DPA shall not have any rights to enforce this DPA including (where applicable) under the Contracts (Rights of Third Parties) Act 1999 of England and Wales.

9.7 This DPA may not be amended in any other way except through a written agreement by authorized representatives of each party.

9.8 Other than in respect of any accrued liabilities of either party and the provisions of clauses 2, 3 and this clause 8, this DPA shall terminate automatically on the expiry or termination for whatever reason of the last Agreement between Customer and Mitel.