



## Data Processing Agreement

This **Data Processing Agreement addendum**, including its **Data Processing and Transfer Description** and **Technical and Organizational Measures Description**, (“DPA”) is hereby incorporated into and forms part of the Agreement (as defined below) between Talkdesk and the company identified below (“Company”) for the purchase of certain online services (including associated mobile components) from Talkdesk to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing this page: a) Company enters into this DPA on behalf of itself and, to the extent required under Applicable Data Protection Law, in the name and on behalf of its Authorized Affiliates, if and to the extent Talkdesk Processes Personal Data for which such Authorized Affiliates acts as the Controller; and b) Company and Talkdesk are deemed to have executed the Standard Contractual Clauses (including the **UK Addendum**, if applicable) incorporated by reference in this DPA, if applicable, as described in **Transfer Mechanisms for Data Transfers**. If Company wishes to separately execute the Standard Contractual Clauses (including the **UK Addendum**) as set forth in the **Transfer Mechanisms for Data Transfers**, Company should complete the information and sign on its first page. For the purposes of this DPA only, and except where indicated otherwise, the term “Customer” shall include Customer and Authorized Affiliates.

Except as otherwise expressly provided in the Agreement, this DPA shall only become legally binding between Company and Talkdesk in the event that Company sends a fully executed copy of this DPA to [dpa@talkdesk.com](mailto:dpa@talkdesk.com) within three calendar days after the date of Company’s signature.

In the course of providing the Services to Company pursuant to the Agreement, Talkdesk may Process Personal Data on behalf of Company, or its end customer, when applicable, and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

**DPO/Contact for data protection inquiries:**

Privacy Team. Email: [privacy@talkdesk.com](mailto:privacy@talkdesk.com)

**Company Contact.** Email: \_\_\_\_\_

Agreed to and accepted:

**Company:** \_\_\_\_\_

Agreed to and accepted:

**Talkdesk, Inc.**

\_\_\_\_\_  
Signature

Title:

Name:

Date:

\_\_\_\_\_  
Signature

Title:

Name:

Date:

## DPA TERMS

Talkdesk offers browser-based contact center software available worldwide and related support, troubleshooting and hosting services. Talkdesk provides several different features and functionalities that can be customized by the Company, or by the Controller (if applicable). The Parties intend to define the terms of the Processing of data and the responsibilities of each one regarding the Processing of data. If there is any conflict between this DPA and the Agreement regarding the Parties' respective privacy and security obligations, the provisions of this DPA shall control.

### DEFINITIONS.

**Capitalized terms used in this DPA but not defined herein shall have the meaning given to them in the Agreement or Applicable Data Protection Law.**

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

**"Agreement"** means the agreement that regulates the terms of the provisions of Services by Talkdesk to the Customer for its own use or resell, including the Order Forms and this DPA, signed and executed by the Customer.

**"Applicable Data Protection Law"** means all data privacy or data protection laws and regulations applicable to the processing of Personal Data under the Agreement, which may include (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act on Data Protection (FADP) of 1 September 2023; and (iii) the UK Data Protection Act 2018.

**"Authorized Affiliate"** means any of Customer's Affiliate(s) which (a) is subject to Applicable Data Protection Law, and (b) is permitted to use the Services pursuant to the Agreement between Customer and Talkdesk but has not signed its own Order Form with Talkdesk and is not a "Customer" as defined under this DPA.

**"Controller"** has the meaning set forth under Applicable Data Protection Law.

**"Customer"** means the Company that executed the Agreement together with Customer's Affiliates (for so long as they remain Affiliates) which have signed Order Forms.

**"Customer's Personal Data"** means Personal Data Processed by Talkdesk for the purposes of the Services provided under the Agreement.

**"Data Processing and Transfer Description"** available at [https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk\\_com/data-processing-and-transfer-description.pdf](https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk_com/data-processing-and-transfer-description.pdf).

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

**"GDPR"** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

**"Personal Data"** shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under Applicable Data Protection Law.

**"Personal Data Breach"** means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer's Personal Data transmitted, stored or otherwise Processed.

**"Processor"** has the meaning set forth under Applicable Data Protection Law.

**"Restricted Transfers"** means the transfer of Personal Data to a Third Country and includes transfers to Talkdesk and onward transfers from Talkdesk to Sub-processors.

“**Sub-Processor**” means either Talkdesk, if applicable, a Talkdesk Affiliate, or a Processor appointed by Talkdesk to assist in providing the Talkdesk Service.

“**Standard Contractual Clauses**” or “**SCC**” means the transfer mechanism to provide appropriate safeguards to restricted transfers of personal data, as defined in ‘**Transfer Mechanism for Data Transfer**’.

“**Supervisory Authority**” means an independent public authority which is established by a Member State pursuant to Article 51 of the GDPR or, in respect of the UK, UK’s Information Commissioner Office as defined in Data Protection Legislation.

“**Talkdesk Service**” means the services and other activities to be supplied to or carried out by Talkdesk pursuant to the Agreement.

“**Technical and Organizational Measures**” available at [https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk\\_com/technical-and-organisational-measures.pdf](https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk_com/technical-and-organisational-measures.pdf).

“**Third Country**” means a country or territory outside the EEA, UK, Switzerland, or other countries that have not received an adequacy decision by the European Commission, where applicable, different from the respective region where the Customer has establishment.

“**Third-Party Services**” means certain services and applications, including Non-Talkdesk Applications and Add-ons (as defined in the Agreement), operated by various third parties available on the online marketplace.

“**Transfer Mechanisms for Data Transfers**” available at [https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk\\_com/transfer-mechanisms-for-data-transfers.pdf](https://infra-cloudfront-talkdeskcom.svc.talkdeskapp.com/talkdesk_com/transfer-mechanisms-for-data-transfers.pdf).

## 1. RELATIONSHIP AND PROCESSING OF DATA BY THE PARTIES.

- 1.1. **Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data: a) Customer is acting as Controller or Processor and Talkdesk acts as the Processor or Sub-processor, respectively; and b) Talkdesk may engage Sub-processors pursuant to the requirements set forth in **Section 6** below.
- 1.2. **Customer’s Processing of Personal Data.** The Customer retains control of the Customer’s Personal Data and remains responsible for its compliance obligations under the Applicable Data Protection Law, including providing any required notices, information and obtaining any required consents, and for the processing instructions it gives to Talkdesk. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired and processed Personal Data. Customer specifically represents that its use of the Services will not violate the rights of any Data Subject.
- 1.3. **Talkdesk’s Processing of Personal Data.** Talkdesk shall Process Personal Data on behalf of and only in accordance with Customer’s documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Authorized Users in their use of the Services; and (iii) Processing to comply with the instructions in **Section 2** below.
- 1.4. **Details of the Processing.** The subject-matter of Processing of Personal Data by Talkdesk is the performance of the Services pursuant to the Agreement. The duration of the Processing, nature and purpose, types of Personal Data and categories of Data Subjects Processed under this DPA are specified in **Data Processing and Transfer Description** Section A.
- 1.5. **Duration or Processing.** Subject to **Section 13** and **Data Processing and Transfer Description**, Talkdesk may Process Personal Data during the Term of the Agreement unless otherwise agreed upon in writing.

## 2. INSTRUCTIONS.

- 2.1. **Processing Instructions.** Talkdesk shall not Process Customer’s Personal Data other than in accordance

with the Customer's documented instructions unless the processing is required by applicable laws, in that case, Talkdesk will inform Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The Agreement and the DPA will be considered as the only documented instructions relevant to the purposes of this DPA as of the date of signature of this DPA. Customizations and configurations performed by the Customer, or the Controller (if applicable), using the Services are considered Customer's instructions. Any other instructions will be agreed upon separately; provided, however, that such instructions are (a) reasonable instructions; (b) approved and accepted by Talkdesk; and (c) consistent with the terms of the Agreement. Talkdesk agrees not to access or use Customer's Personal Data, except as necessary to maintain, support, troubleshoot, improve or provide the Talkdesk Service, or as necessary to comply with the law or other binding governmental order.

- 2.2. Customer Instructions.** Customer shall ensure that its instructions comply with all laws, regulations and rules applicable to the Customer's Personal Data, and that Talkdesk's processing of Customer Personal Data in accordance with Customer's instructions will not cause Talkdesk to breach any applicable laws, rules or regulations. If Talkdesk becomes aware or reasonably believes that a Customer instruction infringes Applicable Data Protection Law, (a) Talkdesk will promptly inform Customer and (b) Customer is entitled to withdraw or modify the instruction. Customer acknowledges that (i) Talkdesk has no obligation to actively monitor Customer's compliance with Applicable Data Protection Law and (ii) it is possible that Talkdesk is unable to form an immediate opinion on whether a Customer instruction violates Applicable Data Protection Law.

### **3. EARLY ACCESS SERVICES.**

- 3.1. Early Access Services.** If Customer chooses to purchase and/ or access Early Access Services, any use of such Early Access Services will be subject to Talkdesk's Early Access Agreement.

### **4. THIRD-PARTY SERVICES.**

- 4.1. Integration with Third Party Services.** If Customer, or the Controller (if applicable), chooses to connect its Talkdesk account with a Third-Party Service: a) Third-Party Services providers are not deemed Talkdesk's Sub-processors for the purposes of this DPA; and b) Customer grants Talkdesk and such third party permission to access and use its information from that service as permitted by that Third Party Service which might include Personal Data and to store its access credentials/tokens for that Third Party Service solely for the purpose of facilitating such connection.

### **5. COMPLIANCE WITH APPLICABLE LAWS.**

- 5.1. Use of the Services by Customer.** Customer must ensure that its use of the Services is compliant with applicable laws and undertakes, in particular, to:
- 5.1.1. define the grounds of lawfulness to each processing and act accordingly, namely, obtaining and keeping proof of the necessary consents;
  - 5.1.2. give all the necessary information to the data subjects; and
  - 5.1.3. appoint a data protection officer if required by the GDPR or any relevant laws and, if not, have at least one person responsible for data protection matters available to be contacted by data subjects.

### **6. SUB-PROCESSORS.**

- 6.1. List of Sub-processors.** Talkdesk shall maintain and make available to Customer an up-to-date list of its Sub-processors. Customer acknowledges and hereby authorizes that (a) Talkdesk's Affiliates may be appointed as Sub-processors; and (b) Talkdesk and Talkdesk's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. A list of Talkdesk current Authorized Sub-Processors (the "List of Sub-processors") will be made available to Customer, either attached hereto, via email or through another means made available to Customer. The List of Sub-processors may be updated by Talkdesk from time to time. Talkdesk may provide a mechanism to subscribe to notifications of new Authorized Sub-Processors and Customer agrees to subscribe to such

notifications where available. Customer acknowledges that sub-processors are essential to providing the Services and that objecting to the use of a sub-processor may prevent Talkdesk from offering certain Services to Customer.

- 6.2. Notification of New Sub-processors.** Talkdesk shall provide details of any new Sub-processor at least thirty (30) days prior to any such change with the details regarding the Sub-processors appointed. Customers shall have the right to object as set forth below. Such information will be sent to the signatories of this DPA, if Customer Contact is not provided.
- 6.3. Objection Right for New Sub-processors.** Customer may object to Talkdesk's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is in writing, sent to the Talkdesk Contact, and based on reasonable grounds relating to data protection. In such event, the Parties shall discuss commercially reasonable alternative solutions in good faith. If the parties cannot reach a resolution, Talkdesk will either (i) not use, appoint, or replace the Sub-processor with respect to Customer or (ii) if clause (i) is not possible, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by Talkdesk without the use of the objected-to new Sub-processor by providing written notice to Talkdesk. Talkdesk will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination under clause (ii) in the preceding sentence with respect to such terminated Services, without imposing a penalty for such termination on Customer. If Customer does not object to the appointment of a new sub-processor within thirty (30) days after being provided the details from Talkdesk, the appointment or replacement of the relevant sub-processor shall be deemed approved by the Customer.
- 6.4. Liability for Sub-processors .** Talkdesk shall be liable for the acts and omissions of its Sub-processors to the same extent Talkdesk would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

## **7. RIGHTS OF DATA SUBJECTS.**

- 7.1. Data Subject Request.** If Talkdesk receives a data subject request, Talkdesk will not respond directly to the data subject and will instead direct the data subject to directly contact the Customer.
- 7.2. Talkdesk Request Assistance.** To the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, Talkdesk shall, upon Customer's request, provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request to the extent Talkdesk is legally permitted to do so and the response to such Data Subject Request is required under Applicable Data Protection Law. To the extent legally permitted, Customer shall be responsible for any costs arising from Talkdesk's provision of such assistance.

## **8. INTERNATIONAL DATA TRANSFERS.**

- 8.1. Talkdesk Locations.** Customer acknowledges that, as of the Effective Date of this DPA, Talkdesk maintains some facilities in the European Union, the United Kingdom, and the United States. It is possible that some Customer's Personal Data will be transferred out of the European Economic Area in which case Talkdesk will take such measures as necessary to ensure the transfer is in compliance with Applicable Data Protection Law.
- 8.2. Transfer Mechanisms.** Customer hereby authorizes Talkdesk to transfer Customer's Personal Data to Talkdesk Affiliates and to processors outside of the European Economic Area and the UK subject to the terms set forth in this **Section 8 and Transfer Mechanisms for Data Transfers.**

## **9. CONFIDENTIALITY.**

- 9.1. Confidentiality.** Talkdesk shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and have executed written confidentiality agreements. Talkdesk shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 9.2. Limitation of Access.** Talkdesk shall ensure that Talkdesk's access to Personal Data is limited to those

personnel performing Services in accordance with the Agreement.

## 10. SECURITY.

- 10.1. Protection of Customer's Personal Data.** Taking into account the state of the art and the costs of implementation, Talkdesk shall maintain appropriate technical and organizational measures for the protection of security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer's Personal Data), confidentiality and integrity of Customer's Personal Data. Measures to protect Customer's Personal Data from a Personal Data Breach are identified in **Technical and Organizational Measures**.
- 10.2. Customer Responsibilities.** Customer acknowledges that the Talkdesk Service includes certain features and functionalities that Customer may elect to use that impact the security of the data processed by Customer's use of the Talkdesk Service, such as, but not limited to, encryption of voice recordings and availability of multi-factor authentication and/or Single-Sign-On on Customer's Talkdesk account. Customer is responsible for reviewing the information Talkdesk makes available regarding its data security, including its audit reports, and making an independent determination as to whether the Talkdesk Service meets the Customer's requirements and legal obligations, including its obligations under this DPA. Customer is further responsible for properly configuring the Talkdesk Service and using available features and functionalities to maintain appropriate security, considering the nature of the data processed by Customer's use of the Talkdesk Service.
- 10.3. Notification of Personal Data Breach.** Talkdesk shall, to the extent permitted by law, notify the Customer at the email address identified on the signature page without undue delay and within seventy-two (72) hours after becoming aware of any Personal Data Breach. To the extent such Personal Data Breach is caused by a violation of the requirements of this DPA by Talkdesk, Talkdesk shall make reasonable efforts to identify and remediate the cause of such Personal Data Breach to the extent the remediation is within Talkdesk's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Authorized Users.

## 11. AUDITS.

- 11.1. Third-Party Certifications and Audits.** Talkdesk uses external auditors to verify the adequacy of its security measures with respect to its processing of Customer's Personal Data. Such audits are conducted at least annually, performed at Talkdesk's expense by independent third-party security professionals at Talkdesk's selection, and result in the generation of a confidential audit report. A list of Talkdesk's certifications and/or standards for audit as of the date of this DPA can be found at <https://www.talkdesk.com/security>.
- 11.2. Audit Reports.** Upon Customer's written request and no more than once a year, Talkdesk will provide to Customer a copy of Talkdesk's most recent audit report(s) generated as described in **Section 11.1**. Customer further agrees: (i) that any such audit reports meet Customer's audit requirements, and (ii) to exercise any right it may have to conduct an inspection or audit (including under Standard Contractual Clauses, as applicable) by instruction to Talkdesk to carry out the audit described above in **Section 11.1**.

## 12. EUROPEAN ECONOMIC AREA SPECIFIC PROVISIONS.

- 12.1. GDPR.** Talkdesk will Process Personal Data in accordance with the GDPR requirements directly applicable to Talkdesk's provision of its Services as a Processor.
- 12.2. Data Protection Impact Assessment.** Upon Customer's request, Talkdesk shall provide reasonable assistance needed to fulfill Customer's obligation under the GDPR to carry out a data protection impact assessment solely in relation to the processing of Customer's Personal Data by Talkdesk, and taking into account the nature of the processing and information available to Talkdesk. Talkdesk shall provide reasonable assistance to Customer in the cooperation or prior consultations with Supervising Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required by article 35 or 36 of the GDPR.

### 13. DELETION OR RETURN OF CUSTOMER'S PERSONAL DATA.

- 13.1. Retention.** The time of retention of Personal Data shall be defined by the Customer or, as applicable, the Controller, and the contacts and other personal data recorded by the Customer can be deleted by the Customer at any time.
- 13.2. Deletion.** Following termination or expiry of the Agreement, Talkdesk will delete all Customer's Personal Data as set out in the Agreement or promptly upon Customer's request. This requirement shall not apply to the extent that Talkdesk is required by law to retain some or all of the Customer's Personal Data.
- 13.3. Return.** Talkdesk provides several tools to allow the Customer to export its data. In the event Customer opts not to use such tools and instead requests that Talkdesk return Customer's Personal Data, Talkdesk will provide assistance to provide the return of such data, at Customer expense.

### 14. AUTHORIZED AFFILIATES.

- 14.1. Contractual Relationship.** The parties acknowledge and agree that, by executing the Agreement, Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between Talkdesk and each such Authorized Affiliate subject to the provisions of the Agreement and this **Section 14**. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt: a) an Authorized Affiliate is not and does not become a party to the Agreement and is only a party to the DPA; and b) any limitation of liability agreed between the parties shall be understood as an aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together and not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement, and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer.
- 14.2. Communication.** The Customer shall remain responsible for coordinating all communication with Talkdesk under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.
- 14.3. Rights of Authorized Affiliates.** Where an Authorized Affiliate becomes a party to the DPA with Talkdesk, it shall, to the extent required under Applicable Data Protection Law, be entitled to exercise the rights and seek remedies under this DPA, subject to the following:
- 14.3.1. Except where Applicable Data Protection Law require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against Talkdesk directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for itself and all of its Authorized Affiliates together (as set forth, for example, in **Section 14.3.2**, below).
- 14.3.2. The parties agree that the Customer who is the contracting party to the Agreement, shall, when carrying out an onsite audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on Talkdesk and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of itself and all of its Authorized Affiliates in one single audit.

### 15. LEGAL EFFECT.

- 15.1.** This DPA supersedes and replaces all prior and contemporaneous proposals, statements, sales materials or presentations and agreements, oral and written, with regard to the subject matter of this DPA, including any prior data processing addenda entered into between Talkdesk and Customer. If there is any conflict between this DPA and any agreements between the Parties, including the Agreement, the terms of this DPA shall control.

**16. GOVERNING LAW AND JURISDICTION.**

**16.1.** Without prejudice to governing law and jurisdiction clauses of the Standard Contractual Clauses:

- 16.1.1. the parties to this DPA hereby submit to the choice of jurisdiction stipulated in the Agreement with respect to any disputes or claims howsoever arising under this DPA, including disputes regarding its existence, validity, or termination or the consequences of its nullity; and
- 16.1.2. this DPA and all non-contractual or other obligations arising out of or in connection with it are governed by the laws of the country or territory stipulated for this purpose in the Agreement.