Data Processing Agreement

between

_____

Company name and address

_____

Telephone and email address

"Controller" and

AudioCodes Ltd, 1 Hayarden Street, Airport City, Israel
Tel. +972-3-9764000 | E-Mail: privacy@AudioCodes.com
On its behalf and behalf of its subsidiaries and affiliates

"AudioCodes" or **"Processor"**

General Remarks

(1)   The Processor processes Personal Data on behalf of the Controller who selected the Processor as its service provider. This DPA contains the data processing agreement in terms of the GDPR and CCPA and regulates the Parties' rights and duties relating to data processing.

(2)   This DPA specifies the Parties' data protection duties resulting from processing activities provided for in detail under the DPA. It applies to any activities relating to this DPA and the Agreement (as defined herein) and to cases where the Processor's employees or service providers may have access to the Controller's Personal Data.

1. Definitions

This Section includes specific definitions which shall apply with regards to this DPA, in addition to the definitions included in the Agreement. All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Unless otherwise provided herein or in the Agreement, the terms used in this DPA shall have the same meaning as provided under the GDPR.

"**Agreement**" means the MFA/PA/MSA/XXXX executed between the Parties dated XXX.

"**Affiliate**" means any entity in which AudioCodes holds directly and/or indirectly at least fifty per cent (50%) of the share capital having ordinary voting power and/or the right to elect a majority of the board of directors or any equivalent corporate body or is considered the controlling entity by law.

"**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and AudioCodes, but has not signed its own Agreement with AudioCodes and is not a "Customer" as defined under the Agreement.

"**CCPA**" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq.

"**Controller**" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer Data**" means Personal Data transferred by Customer to AudioCodes in the course of the provision of the Services.

"**Customer Data Incident**" shall have the meaning assigned to it in Section 8 herein.

"**Data Protection Laws and Regulations**" the GDPR, CCPA and their respective laws and regulations.

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

"**Data Subject Request**" shall have the meaning assigned to it in Section 4.1 herein.

"**GDPR**" means the Regulation (EU) 2016/679 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.

"**Personal Data**" means any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his/her physical, physiological, genetic, mental, economic, cultural or social identity.

"**Processing**" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

"**Security and Privacy Documentation**" means the Security and Privacy Documentation applicable to the specific Services purchased by Customer, attached as Annex 2 herein.

"**Services**" for the purpose of this DPA only, shall include the Services detailed in Annex 1.

"Standard Contractual Clauses" means: (i) where the GDPR applies the standard data protection clauses for data transfers outside of the EU/EEA as per the commission implementing decision (eu) 2021/914 of June 4th, 2021 ("EU SCCs"); (ii) where the UK GDPR applies, the applicable standard data protection clauses adopted pursuant to Article 46(2)(c), or (d) of the UK GDPR ("UK SCCs") (in each case, as updated, amended or superseded from time to time).

"Sub-processor" means any Processor engaged by AudioCodes or a member of the AudioCodes Group as detailed in Annex 3.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR or a public authority governing data protection, which has supervisory authority and jurisdiction over the parties.

2. Scope of the DPA

This Data Processing Agreement ("**DPA**") forms part of the Agreement between AudioCodes and Customer, to reflect the parties' agreement with regards to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent AudioCodes Processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. Where applicable, Controller shall be deemed to be a "Business" and Processor shall be deemed to be the "Service Provider", as these terms are defined under the CCPA.

In the course of providing the Services, to Customer pursuant to the Agreement, AudioCodes may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

3. General processing of Personal Data

3.1 Roles of the Parties.

The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, AudioCodes is the Processor and that AudioCodes or members of the AudioCodes Group will engage Sub-processors pursuant to the requirements set forth in Section 6 "Sub-processors" below.

3.2 Customer's Processing of Personal Data.

The Customer acknowledges and undertakes to comply with the Data Protection Laws and Regulations, especially but not limited to data retention periods and collection of the consent of the affected data subjects. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations and AudioCodes shall not be under any obligation to verify compliancy. However, if AudioCodes considers that an instruction of the Customer might infringe this Regulation or other Union or Member State data protection provisions, it is entitled to refuse to execute such instruction. In such situation, AudioCodes will immediately inform the Customer. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

The Customer shall hold AudioCodes completely harmless in case of any claim by a third party in this respect.

3.3 AudioCodes Processing of Personal Data.

AudioCodes shall treat Personal Data as confidential information as per the terms of the Agreement, and shall only Process Personal Data on behalf of and in accordance with Customer's

documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable purchase order; (ii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.

AudioCodes shall implement appropriate technical and organisational security measures, as detailed in the Security and Privacy Documentation, to protect the Personal Data against accidental or unlawful destruction, loss or alteration and against unauthorised disclosure, abuse or other Processing in violation of the provisions laid down in the Data Protection Laws and Regulations. Upon prior written request of the Customer AudioCodes will provide a copy of the latest version of the relevant technical and organizational security measures.

Furthermore, AudioCodes shall - upon the Customer's written request - give the Customer sufficient information to ensure that AudioCodes has implemented the appropriate technical and organizational security measures.

3.4 Details of the Processing.

The subject-matter of Processing of Personal Data by AudioCodes is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Annex 1 to this DPA. The Parties acknowledge, however, that Customer's Data provided in electronic format (e.g. e-mail) may be copied by the Processor as part of its back-up procedures, such copies will be retained in accordance with the Processor's data retention policy for its electronic back up and the Processor undertakes that it shall destroy or return such copies upon request of the Customer unless Processor can demonstrate it has a right or obligation to retain all or part of the Personal Data for a longer period or where the retention of the copies is necessary

for Processor to provide proof of the due performance of its contractual obligations.

4. Rights of Data Subjects

4.1 Data Subject Request

AudioCodes shall, to the extent legally permitted, promptly notify Customer if AudioCodes receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing,
AudioCodes shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, AudioCodes shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent AudioCodes is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from AudioCodes provision of such assistance.

5. AudioCodes Personnel

5.1 Confidentiality

AudioCodes shall ensure that its personnel engaged in the Processing of Personal Data is informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements.
AudioCodes shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

5.2 Reliability.

AudioCodes shall take commercially reasonable steps to ensure the reliability of any AudioCodes personnel engaged in the Processing of Personal Data.

5.3 Limitation of Access.

AudioCodes shall ensure that AudioCodes access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

5.4 Data Protection Officer.

Members of the AudioCodes Group have appointed a data protection officer. The appointed person may be reached at Privacy@AudioCodes.com

6. Sub-Processors

6.1 Appointment of Sub-processors.

Customer acknowledges and agrees that (a) AudioCodes Affiliates may be retained as Sub-processors; and (b) AudioCodes and AudioCodes Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. AudioCodes or an AudioCodes Affiliate has entered into a written agreement with each Sub-processor detailed in Annex 3 containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor. For clarity purposes, staff contractually linked to a Processor or Sub-processor that have demonstrably been bound to respect the confidentiality as per the Agreement shall not be considered Sub-processors in terms of this DPA.

6.2 List of Current Sub-processors and Notification of New Sub-processors.

AudioCodes current list of Sub-processors for the Services is attached as Annex 3 hereto.

6.3 Objection Right for New Sub-processors.

Customer may object to AudioCodes use of a new Sub-processor by notifying AudioCodes promptly in writing within ten (10) business days after receipt of AudioCodes notice in writing. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, AudioCodes will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If AudioCodes is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable purchase order with respect only to those Services which cannot be provided by AudioCodes without the use of the objected-to new Sub-processor by providing written notice to AudioCodes. AudioCodes will refund Customer any prepaid fees covering the remainder of the term of such purchase order following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

6.4 Liability.

AudioCodes shall be liable for the acts and omissions of its Sub-processors to the same extent AudioCodes 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. Security

7.1 Controls for the Protection of Customer Data.

AudioCodes shall maintain appropriate technical and organizational measures for protection of the 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 Data), confidentiality and

integrity of Customer Data, as set forth in the Security and Privacy Documentation. AudioCodes regularly monitors compliance with these measures. AudioCodes will not materially decrease the overall security of the Services during a subscription term.

8. Customer Data Incident Management And Notification

AudioCodes maintains security incident management policies and procedures specified in the Security and Privacy Documentation and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data transmitted, stored or otherwise Processed by AudioCodes or its Sub-processors of which AudioCodes becomes aware (a "Customer Data Incident"). AudioCodes shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as AudioCodes deems necessary and reasonable to remediate the cause of such a Customer Data Incident to the extent the remediation is within AudioCodes reasonable control. The obligations herein shall not apply to incidents that are caused by Customer.

9. Return and Deletion Of Customer Data

At Customer's written request at the termination or expiration of the subscription to the Services, AudioCodes shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Security and Privacy Documentation unless the Customer Data are essential for AudioCodes to provide proof of the due performance of its contractual obligations.

10. AUTHORIZED AFFILIATES

10.1   Contractual Relationship.

The parties acknowledge and agree that, by executing the Agreement, the 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 AudioCodes and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 10 and Section 11. 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, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services 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.

10.2   Communication.

The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with AudioCodes under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

10.3 Rights of Authorized Affiliates.

Where an Authorized Affiliate becomes a party to the DPA with AudioCodes, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

10.3.1 Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against AudioCodes 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 all of its Authorized Affiliates together (as set forth, for example, in Section 10.3.2, below).

10.3.2 The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an on-site audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on AudioCodes and its Sub-Processors by combining, to the extent reasonable possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

11. LIMITATION OF LIABILITY

11.1 AudioCodes and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and AudioCodes, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Authorized Affiliates or Affiliates under the Agreement and all DPAs together.

11.2 In the absence of an Agreement the following shall apply:

In no event shall AudioCodes be liable for any damage to or destruction of Controller data, information, files or databases; or any lost profits or revenue, loss of use, interruption of business or other indirect, special, incidental, punitive or consequential damages, for any failure or delay beyond its reasonable control, and in no event shall AudioCodes liability exceed the amounts actually paid by Customer to AudioCodes during the twelve (12) month period prior to the date the cause of action arose. For the avoidance of doubt, AudioCodes and its Affiliates' total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

Also, for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Annexes and Appendices.

12.   Assistance.

Upon Customer's request, and at Customer's cost, AudioCodes shall provide Customer with reasonable information, cooperation and assistance needed for it to demonstrate compliance with the obligations laid down in this DPA. AudioCodes will provide assistance to the Customer for it to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to AudioCodes. AudioCodes shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to this Section, to the extent required under the Data Protection Laws and Regulations. Within the meaning of Article 28 of the GDPR, AudioCodes allows for and contributes to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer upon twenty (20) days' prior written notice, at the Customer costs, not more than once a year, unless such audit is conducted due to a demand of a Supervisory Authority. AudioCodes also assists the Customer in ensuring compliance with the notification of a Customer Data Incident to the Supervisory Authority and the communication of a Customer Data Incident to the Data Subject where appropriate under the GDPR.

13.   Transfer mechanisms for data transfers.

AudioCodes is allowed to transfer Personal Data to a third country providing it has executed the Standard Contractual Clauses with the recipient of such Personal Data. The Standard Contractual Clauses shall apply to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Iceland,

Liechtenstein, Norway, Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations. Without prejudice to the above provisions, AudioCodes may transfer Personal Data to a third country or an international organisation where such transfer is required by Union or Member State law to which AudioCodes is subject. In such a case, AudioCodes shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

14.   Obligations under the CCPA.

AudioCodes shall not Sell Personal Data (as the term "Sell" is defined under the CCPA).

AudioCodes will not retain, use, or disclose Personal Data for a commercial purpose other than providing the Services to Customer under the Agreement.

For Customer:

Name:

Title:

Date:

For AudioCodes

Name:

Title:

Date:

Annex 1 - DATA PROCESSING APPENDIX

This Appendix, including any relevant attachment, describes the types of Personal Data, and the purposes for which that Personal Data may be Processed by the Processor.

Controller is:
[*To be completed*]

The Processor is:
AudioCodes Ltd.

For Live Teams and Zoom (Essentials, Pro, Premium), Live Express, Live CX (Enterprise, Provider), Live Cloud for Microsoft Operator Connect and Live Cloud for Zoom Provider Exchange

Services provided by the Processor (processing operations): Live Teams and Zoom calls services.

Nature of the Processing:
Providing Phone calls via Teams and Zoom

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED[1]	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA[2]	DURATION OF THE PROCESSING
Commercial correspondence, Technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Providing live services Debugging	First name, Last Name, IP, Phone numbers	Employees, Customers	Syslog records are saved for 30 days	As long as the main contract is active
Providing live services Reporting	First name, Last Name, IP, Phone numbers	Employees, Customers	QOE information are saved for up to 1 year	As long as the main contract is active

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[1] Where appropriate, special categories of personal data shall be defined.

[2] The Parties acknowledge, however, that Controller's Data provided in electronic format (e.g., e-mail) may be copied by the Processor as part of its back-up procedures, such copies will be retained in accordance with the Processor's data retention policy for its electronic back up and the Processor undertakes that it shall not access or utilize such copies following receipt of a following the termination of the processing services.

For Live IPP

Services provided by the Processor (processing operations):
IPP management and monitoring

Nature of the Processing:
Providing Phone management and monitoring

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED[1]	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA[2]	DURATION OF THE PROCESSING
Commercial correspondence, Technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
End Phone device metadata	First name, last name, Phone number	Employees	As long as the phone is registered on the system, after unregister must be deleted manually	As long as the main contract is active

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[1] Where appropriate, special categories of personal data shall be defined.

[2] The Parties acknowledge, however, that Controller's Data provided in electronic format (e.g. e-mail) may be copied by the Processor as part of its back-up procedures, such copies will be retained in accordance with the Processor's data retention policy for its electronic back up and the Processor undertakes that it shall not access or utilize such copies following receipt of a following the termination of the processing services.

For VoiceAI Connect Managed Services (Enterprise, Provider)

Services provided by the Processor (processing operations):
VoiceAI Connect services.

Nature of the Processing:
Connecting between telephony and Voice Bots

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Providing VoiceAI Debugging	First name, Last Name, IP, Phone numbers	Employees, Customers	Syslog are saved for 30 days	As long as the main contract is active
Providing VoiceAI Reporting	First name, Last Name, IP, Phone numbers	Employees, Customers	QOE information are saved for up to 1 year	As long as the main contract is active
Voice bot conversation recording (Optional)	Conversation Content	Employees, Customers	Customer decision (default is 3 months if customer decided to enable)	As long as the main contract is active
Voice bot conversation transcription (Optional)	Conversation Content	Employees, Customers	Customer decision (default is 3 months if customer decided to enable)	As long as the main contract is active

For VoiceAI Connect - Cloud /LiveHub

Services provided by the Processor (processing operations):
VoiceAI Connect services in the cloud

Nature of the Processing:
Connecting between telephony and Voice Bots

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
VoiceAI Connect Debugging services	First name, Last Name, IP, Phone numbers	Employees, Customers	Syslog records are saved for 30 days	As long as the main contract is active
Providing VoiceAI Reporting /billing	First name, Last Name, IP, Phone numbers	Employees, Customers	CDR information is saved for up to 2 years	As long as the main contract is active
Voice bot conversation recording (Optional)	Conversation Content	Employees, Customers	Customer decision (default is 3 months if customer decided to enable)	As long as the main contract is active
Voice bot conversation transcription (Optional)	Conversation Content	Employees, Customers	Customer decision (default is 3 months if customer decided to enable)	As long as the main contract is active
Payments transaction	Customer Email, full name, last 4 digits of payment method and top up amount	Customers	12 Month by BlueSnap	As long as the main contract is active

For SmartTap and Meeting Insights services installed on Audiocodes Cloud

Services provided by the Processor (processing operations):
Recording of phone calls, and meetings

Nature of the Processing:
Providing SmartTap and Meeting Insights services

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Providing SmartTap and MI services	First name, Last Name, IP, Phone numbers	Employees, Customers	Calls Metadata will be kept as defined in the SOW and requested by the customer	As long as the main contract is active
Providing SmartTap and MI services	Call recording media	Employees, Customers	Calls Media will be kept as defined in the SOW and requested by the customer	As long as the main contract is active

For SmartTap services and Meeting Insights located at the Customer's cloud or premises

Services provided by the Processor (processing operations):
SmartTap on Customer cloud.

Nature of the Processing:
Providing services for SmartTap on Customer cloud

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Providing services for SmartTap on Customer cloud	NON – Customer will decide what to share	Employees, Customers	AudioCodes will not store this info	As long as the main contract is active

For Voca conversational interaction center

Services provided by the Processor (processing operations):
conversational interaction center services.

Nature of the Processing:
IVR and Contact Center

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Voca services	First name, Last Name, IP, Phone numbers	Employees, Customers	CDR's are saved for 180 days	As long as the main contract is active
Voca Caller Interaction (Optional)	Conversation Content	Employees, Customers	Its either on or Off	As long as the main contract is active

Azure AD integration	First name, Last Name, Phone numbers	Employees,	Always synced	As long as the main contract is active

For AudioCodes ACTS or CHAMPS support and maintenance services

Services provided by the Processor (processing operations):
ACTS or CHAMPS support and maintenance plans

Nature of the Processing:
Providing support and maintenance services to AudioCodes hardware and software as per the applicable plan

Special categories of data:
NA

Personal Data Processing Activities

PURPOSE OF THE PROCESSING	CATEGORIES OF PERSONAL DATA PROCESSED	CATEGORIES OF DATA SUBJECTS	RETENTION PERIOD FOR THE PERSONAL DATA	DURATION OF THE PROCESSING
Commercial correspondence, Technical correspondence	Name, Email, Phone Number	Employees	As required by local law 7 years	As long as the main contract is active
Providing Managed services debugging	First name, Last Name, IP, Phone numbers	Employees, Customers	Syslog records are saved for 30 days	As long as the main contract is active

Notices:
    If to Controller:
    [*To be completed*]

    • **If to Processor**:

Privacy@AudioCodes.com

Annex 2

TECHNICAL AND ORGANISATIONAL SECURITY MEASURES

This Appendix forms part of the DPA and must be completed and signed by the parties.

The Processor will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of personal data uploaded to Processor's software as-a-service platform as described in relevant documentation, as updated from time to time and accessible from Processor's platform or otherwise made reasonably available by Processor.

See "Data Protection and Data Security" and "AudioCodes Managed Service Data Flows and Security Measures" documents.

Data Protection and Data Security

Managed Service – Data Flow Connectivity and Data security Measures

ANNEX 3 – LIST OF SUB-PROCESSORS

Name of third party Sub-Processor	Nature of processing	Location	Contract
SFDC Ireland Limited	CRM	EU	DPA + SCC
Oracle Israel Ltd.	Service ticketing system and ERP	Germany	BCR + DPA
Microsoft Ireland Operations Limited	Mail, O365, Azure services	EU	DPA
Amazon Web Services EMEA SARL	Management and support system	US and EU	COC + DPA
Cardtronics USA, Inc. (previously NCR)	RMA – Call Center	Serbia and US	DPA + SCC
Computer Generated Solutions, Romania S.R.L.	First Tier support	Romania	DPA
DAMOVO DEUTSCHLAND GMBH & CO. KG.	On-site services	Germany	DPA
HubSpot Inc.	Marketing hub	EU	DPA
MongoDB Ltd.	Data base for SmartTap and Meeting Insights	Ireland	DPA + SCC
Intercom R&D Unlimited Company	Customer support For VoiceAI, Voca and Meeting Insights	USA	DPA + SCC
Qunifi Limited	Call to Teams	UK	SCC
Bluesnap Ltd.	Payment Gateway PCIDSS & 3DS	UK, USA	DPA+SCC
Bandwidth Inc.	Communication carrier	Belgium, USA	DPA
Telnyx Inc.	Communication carrier	USA	DPA + SCC
Twilio Inc.	Communication carrier	USA	DPA+SCC
TelAgility Corp. d/b/a Sippio	Communication carrier	USA	DPA+SCC

Workstreampeople B.V (AW365)	contact center	Netherlands	DPA

In addition, and in order to provide 24/7 S&M, we use our fully owned subsidiaries as detailed herein:

Name of Sub-Processor (fully owned subsidiaries of AudioCodes Ltd.)	Nature of processing	Location	Contract
AudioCodes Australia Pty Ltd	Service and professional services, sales	Australia	SCC and DPA
AudioCodes Brasil Equipamentos de Voz sobre IP Ltda.	Service and professional services, sales	Brasil	SCC and DPA
AudioCodes China (BJ)	Service and professional services, sales	China	SCC and DPA
AudioCodes France SAS	Service and professional services, sales	France	SCC and DPA
AudioCodes Germany GmbH	Service and professional services, sales	Germany	SCC and DPA
AudioCodes Hong Kong Limited	Service and professional services, sales	Hong Kong	SCC and DPA
AudioCodes India Private Limited	Service and professional services, sales	India	SCC and DPA
AudioCodes Italy SRL	Service and professional services, sales	Italy	SCC and DPA
Nuera Communications Singapore PTE LTD	Service and professional services, sales	Singapore	SCC and DPA
AudioCodes Mexico S.A. DE C.V	Service and professional services, sales	Mexico	SCC and DPA
AudioCodes Russ Ltd.	Service and professional services, sales	Russia	SCC and DPA

AudioCodes Europe Ltd.	Service and professional services, sales	UK	Adequacy, SCC and DPA
AudioCodes Japan K.K.	Service and professional services, sales	Japan	Adequacy, SCC and DPA
Active Communications Europe BV	Service and professional services, sales	Netherlands	SCC and DPA
AudioCodes Inc	Service and professional services, sales	USA	SCC and DPA
AudioCodes Ltd.	Service and professional services, sales	Israel	SCC and DPA