ZenML DATA PROCESSING AGREEMENT

Based on the EU Commission Standard Contractual Clauses (“SCC”)

Version 2.0 – published 6 November 2026

Between

Customer

(the data controller)

Contact Person:

Title:

Name:

Email:

and

ZenML GmbH

Schellingstr. 36

80799 München

Germany

Contact Person:

Title: CEO

Name: Adam Probst

Email: adam@zenml.io

(the data processor)

(each a “party”; together the “parties”)

This SCC DPA is accepted by the data controller’s acceptance of the Main Contract or, where the parties countersign it, by the signatures below.

For the data controller: _____
Name, position, date:

For ZenML GmbH: _____
Name, position, date:

1.BACKGROUND

1.1.In order to ensure compliance with the current rules governing the processing of personal data, particularly the General Data Protection Regulation, the German Federal Data Protection Act (BDSG) and related orders and instructions, the Parties have entered into this data processor agreement based on the Standard Contractual Clauses between controllers and processors adopted by the European Commission under Article 28(7) GDPR in Implementing Decision (EU) 2021/915 (the "SCC").

1.2.The SCC is an integral part of this document, which solely outlines the information to be inserted by the Parties in the SCC template provided by the EU Commission (together with the SCC, this document will be called the "SCC DPA").

1.3.In case the EU Commission decides to issue an updated version of the SCC, such SCC will automatically replace the existing SCC in the SCC DPA at the time of adoption by the EU Commission. However, the data processor has 90 days to adjust any technical and contractual setup required due to the revised SCC in which period the data processor will not be liable to a further extent than provided in the previous SCC.

2.SCOPE

2.1.The SCC DPA complements the commercial terms (the "Main Contract"), so that the terms and conditions of the Main Contract also apply to the processing of personal data, unless the provisions of the SCC DPA specifically regulate the subject matter.

2.2.If any additional measures are requested by the data controller to supplement this SCC DPA, such additional measures shall be described by the data controller in accordance with the principles described in the "Recommendations 01/2020 on measures that supplement transfer tools to ensure compliance with the EU level of protection of personal data" adopted by the European Data Protection Board on 10 November 2020 or any later revised version hereof.

2.3.The data controller's documented instructions for the purposes of Clause 7.1 of the SCC are the Main Contract, this SCC DPA and the data controller's use of the features and configuration options of the services. Instructions going beyond these shall be agreed in writing; the data processor may charge reasonable compensation for implementing them in accordance with section 9.

3.APPLICATION OF THE SCC

3.1.Under Clause 1(a), the parties select Option 1: Article 28(3) and (4) of 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).

3.2.Clause 5 (the optional docking clause) does not apply.

3.3.Under Clause 7.7 (Use of subprocessors), the parties select Option 2: General written authorization. The time period for prior notice of Sub-processor changes shall be as set out in section 5.2 of this DPA.

3.4.Under Clause 8(c)(4), the parties select Option 1: Article 32 of Regulation (EU) 2016/679.

3.5.Under Clause 9.1(b), the parties select Option 1: Article 33(3) of Regulation (EU) 2016/679.

3.6.Under Clause 9.1(c), the parties select Option 1: Article 34 of Regulation (EU) 2016/679.

3.7.Under Clause 9.2, the parties select Option 1: Articles 33 and 34 of Regulation (EU) 2016/679.

3.8.Annex I of the SCC (List of parties) shall be deemed completed with the information set out on the first page of this DPA and in Appendix 1.

3.9. Annex II of the SCC (Description of the processing) shall be deemed completed with the information set out in Appendix 2 to this DPA.

3.10. Annex III of the SCC (Technical and organisational measures) shall be deemed completed with the information set out in Appendix 3 to this DPA.

3.11. Annex IV of the SCC (List of sub-processors) is set forth in section 5.1 and Appendix 4 of this DPA.

4. UK AND SWISS CUSTOMERS

4.1. Where the data controller is subject to the UK GDPR or the Swiss Federal Act on Data Protection (FADP), the SCC apply with the amendments necessary for the processing to comply with Article 28 UK GDPR or Article 9 FADP, references to the GDPR and to Member States being read accordingly, and the competent supervisory authority being the UK Information Commissioner or the Swiss Federal Data Protection and Information Commissioner respectively.

4.2. The data processor is established in Germany. Transfers of personal data from the United Kingdom or Switzerland to the data processor rely on the adequacy regulations and decisions of those jurisdictions for the European Economic Area. Onward transfers by the data processor to sub-processors are governed by section 5.1.

5. SUB-PROCESSING

5.1. With reference to Clause 7.7 of the SCC, the data controller grants its general authorisation for the data processor to use the sub-processors listed in https://security.zenml.io/subprocessors

Where a sub-processor listed there processes personal data outside the European Economic Area, the data controller authorises that transfer for the purposes of Clause 7.8 of the SCC, provided it is covered by an adequacy decision of the European Commission (including the EU-US Data Privacy Framework where the sub-processor is certified) or by Standard Contractual Clauses concluded between the data processor and the sub-processor, as indicated in the list.

5.2. The data processor is obliged to inform the data controller about additions to or replacements of the sub-processors with a notice of 14 days. Notice is given by e-mail to the data controller's contact person named on the first page and by updating the list referred to in section 5.1; the data controller may subscribe to updates of that list.

5.3. The data controller can object to the change within 10 days of the notice, stating reasonable data-protection grounds. The parties shall then discuss the objection in good faith and the data processor may propose a change to the services that avoids the sub-processor. If no solution is found within 30 days of the objection, the data controller may terminate the affected feature or, where the sub-processor is required to provide the services as a whole, the Main Contract and this SCC DPA, in each case by written notice and with a pro-rata refund of any fees prepaid for the terminated scope. This is the data controller's sole remedy in respect of an objection.

5.4. Where a sub-processor must be replaced without delay for reasons of security, availability or legal compliance, the data processor may do so before the notice period in section 5.2 has elapsed. It shall inform the data controller without undue delay, and the data controller's right to object under section 5.3 runs from that information.

6. AUDITS

6.1. The data processor demonstrates compliance with this SCC DPA primarily by making available its current ISO 27001 certificate, SOC 2 report and the documentation published at https://security.zenml.io, and by answering reasonable written questions of the data controller.

6.2. Where this is insufficient to meet a specific legal requirement of the data controller, the data controller or an independent auditor mandated by it (not a competitor of the data processor and bound by confidentiality) may audit the data processor's processing of the data controller's personal data on at least 30 days' written notice, no more than once in any 12-month period unless required by a supervisory authority or following a personal data breach, during normal business hours and without unreasonable disruption to the data processor's operations. The data controller bears its own costs of the audit and compensates the data processor in accordance with section 9.

7. RETURN AND DELETION OF DATA

7.1. For the purposes of Clause 10 of the SCC, the data controller may retrieve its personal data at any time during the term of the Main Contract and during the export period provided for in the Main Contract by using the export functions of the services.

7.2. After the end of that export period the data processor deletes the data controller's personal data from its active systems within 30 days and instructs its sub-processors to do the same, unless the data processor is required by law to retain it. Copies in backups are overwritten in the data processor's normal backup cycle and remain protected until then. On request, the data processor confirms deletion in writing.

8. LIABILITY

8.1. As between the parties, liability under this SCC DPA is subject to the limitations and exclusions of liability agreed in the Main Contract, to the extent permitted by applicable law. The rights of data subjects under Article 82 of the GDPR are not affected.

9. SUPPLEMENTARY PROVISIONS OF COMMERCIAL CHARACTER

9.1. The data processor is entitled to receive reasonable compensation, at its then-current rates, for its efforts under Clause 7.6 of the SCC, for audits under section 6, and for implementing instructions under section 2.3 that go beyond the standard functionality of the services.

10. TERM AND GOVERNING LAW

10.1. This SCC DPA takes effect on acceptance of the Main Contract and ends when the processing of personal data under the Main Contract ends and the obligations under section 7 have been fulfilled.

10.2. This SCC DPA is governed by the laws of the Federal Republic of Germany, without prejudice to section 4 and to mandatory provisions of the GDPR. The courts of Munich, Germany have exclusive jurisdiction for disputes arising out of this SCC DPA, to the extent permitted by law.

Appendix 1

LIST OF PARTIES

Controller(s):

[Identity and contact details of the controller(s), and, where applicable, of the controller's data protection officer]

Name: (Please see first page)

Address: (Please see first page)

Contact person's name, position and contact details: (Please see first page)

Signature and date: by acceptance of the Main Contract or as signed on the first page

Processor(s):

[Identity and contact details of the processor(s) and, where applicable, of the processor's data protection officer]

Name: (Please see first page)

Address: (Please see first page)

Contact person's name, position and contact details: (Please see first page)

Signature and date: by acceptance of the Main Contract or as signed on the first page

Appendix 2

DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is processed

Employees, customers, cooperation partners and other persons relevant to the service provided by the data processor and as chosen by the data controller in the course of uploading customer data to the platform, including persons who take part in voice calls placed through the service.

Categories of personal data processed

Name, email, and in-platform activities (Account and User Data) related to the service provided by the data processor and as chosen by the data controller in the course of uploading customer data to the platform (Customer Data and Marketing Data).

Where the data controller uses agent, sandbox or voice features: content of prompts, files, source code, credentials and traces submitted to those features, and for voice calls the phone number, call audio, transcripts and call metadata.

Optional for each data subject: Profile picture

Sensitive data processed (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

No sensitive data is intended to be transferred unless the user includes it unexpectedly in unstructured data.

Nature of the processing

The provision of services under the Main Contract by the data processor to the data controller.

Purpose(s) for which the personal data is processed on behalf of the controller

For the data processor to provide the services under the Main Contract to the data controller.

Duration of the processing

The data is processed for as long as it is necessary to fulfill the Main Contract.

For processing by (sub-) processors, also specify subject matter, nature and duration of the processing

Please see Section 5.1 (List of Sub-processors).

Appendix 3

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

The data processor's Technical and Organizational Measures described at: https://security.zenml.io describes the technical and organizational security measures that data processor has implemented.

Appendix 4

LIST OF SUB-PROCESSORS

Please see Section 5.1 (List of Sub-processors).