

Soniox Data Processing Agreement

Version: 1.1

Last Updated: April 23, 2026

This Data Processing Agreement (“DPA”) forms part of the agreement between Soniox Inc. (“Soniox”, “Processor”) and the customer using Soniox services (“Customer”, “Controller”) governing the processing of Personal Data in connection with the Soniox services.

This DPA applies when Soniox processes Personal Data on behalf of the Customer.

1. Definitions

For purposes of this DPA:

- “Personal Data” means any information relating to an identified or identifiable natural person as defined under applicable data protection laws.
- “Processing” has the meaning given under the EU General Data Protection Regulation (GDPR).
- “Subprocessor” means a third party engaged by Soniox to process Personal Data on behalf of Soniox.
- “Data Protection Laws” means the GDPR and other applicable data protection or privacy laws.
- “Standard Contractual Clauses (SCCs)” means the standard contractual clauses approved by the European Commission for transfers of personal data outside the EEA.

2. Roles of the Parties

For purposes of this DPA:

- Customer acts as Data Controller
- Soniox acts as Data Processor

Customer determines the purposes and means of processing Personal Data.

Soniox processes Personal Data only on documented instructions from the Customer as reflected in the use of the Soniox services.

3. Scope of Processing

Soniox processes Personal Data solely to provide the Soniox speech-to-text, text-to-speech, and speech intelligence services.

Processing activities may include:

- Processing audio submitted for transcription or translation
- Processing text submitted for speech generation
- Generating transcripts or translated text
- Generating audio from submitted text
- Processing metadata associated with API requests
- Maintaining customer accounts and service usage information

Further details regarding the processing are described in Annex I.

4. Processor Obligations

Soniox shall:

1. Process Personal Data only on documented instructions from the Customer.
2. Ensure that persons authorized to process Personal Data are bound by confidentiality obligations and receive appropriate security and privacy training.
3. Implement appropriate technical and organizational measures to protect Personal Data.
4. Assist Customer, where reasonably possible, in fulfilling its obligations under applicable data protection laws.
5. Notify Customer without undue delay after becoming aware of a confirmed Personal Data breach affecting Customer data.

4A. Professional Secrecy (§203 StGB)

If Customer is subject to professional secrecy obligations under §203 of the German Criminal Code (Strafgesetzbuch – StGB) or comparable confidentiality obligations under applicable law, the parties agree as follows:

- Soniox shall ensure that all persons who may have access to Customer data, including Personal Data or other confidential information processed through the Soniox services, are bound to confidentiality obligations equivalent to those required under §203 StGB.
- Soniox shall ensure that such persons are appropriately instructed regarding confidentiality and data protection obligations and are permitted to access such data only to the extent necessary to perform their duties in connection with the services.
- Subprocessors engaged by Soniox shall be subject to equivalent confidentiality obligations.

5. Security Measures

Soniox maintains administrative, technical, and organizational safeguards designed to protect Personal Data in accordance with applicable data protection laws. These safeguards include, among others:

- Encryption in transit using TLS
- Access controls based on least privilege
- Authentication and authorization controls
- Logging and monitoring of system activity
- Secure software development practices

Infrastructure supporting the Soniox platform is hosted with leading cloud providers including AWS, Google Cloud Platform, and Oracle Cloud Infrastructure.

Additional security measures are described in Annex II.

6. Subprocessors

Customer authorizes Soniox to engage subprocessors to support delivery of the services.

Soniox shall:

- Conduct reasonable due diligence prior to engaging subprocessors
- Impose contractual data protection obligations on subprocessors
- Remain responsible for subprocessor compliance with this DPA

A current list of subprocessors is available in the Soniox Console.

7. International Data Transfers

Regional Processing and Data Residency

Where the Customer selects a specific regional deployment of the Soniox services (for example, European Union, United States, or Japan), Soniox will process Customer data primarily within the selected region for the purpose of providing the services.

Customer acknowledges that certain limited processing activities may occur outside the selected region where necessary for service operation, security, or support, subject to appropriate safeguards and applicable data protection laws.

Cross-Border Data Transfers

To the extent Personal Data originating from the European Economic Area (EEA) or the United Kingdom is transferred outside those regions, such transfers shall be governed by appropriate safeguards under applicable data protection laws.

Where required, these safeguards include:

- EU Standard Contractual Clauses (SCCs) approved by the European Commission
- The UK International Data Transfer Addendum, where applicable

For purposes of the SCCs:

- Customer acts as Data Exporter
- Soniox acts as Data Importer

The SCCs are deemed incorporated into this DPA by reference.

8. Data Subject Rights

Taking into account the nature of the processing, Soniox shall assist the Customer, where reasonably possible, in responding to requests from data subjects exercising their rights under applicable data protection laws.

9. Data Breach Notification

In the event of a confirmed Personal Data breach affecting Customer data, Soniox shall notify Customer without undue delay and provide information reasonably necessary for Customer to meet its obligations under applicable data protection laws.

10. Audits

Soniox maintains a comprehensive information security program including independent audits such as:

- SOC 2 Type II
- ISO/IEC 27001

Relevant documentation may be made available to Customer through the Soniox Console or upon reasonable request.

Such documentation may be used to satisfy Customer audit requirements. Additional audits may be permitted where required by applicable law or regulatory authority, subject to reasonable notice and confidentiality obligations.

11. AI Processing Disclosure

Soniox provides speech-to-text, text-to-speech, and speech intelligence services that rely on machine learning models to process audio and generate transcripts, generated audio, and related outputs.

Unless explicitly agreed otherwise in writing:

- Customer data submitted to the Soniox services is processed solely to provide the requested services.
- Soniox does not use customer data to train models that serve other customers.
- Customer data is not shared with other customers or used to train models that serve other customers.

Audio submitted to the services is processed transiently for transcription or translation; text submitted to the services is processed transiently for speech generation. Soniox does not store audio or text by default unless explicitly configured by the customer.

Customers retain all rights to their data submitted to the Soniox platform.

12. Data Retention and Deletion

Soniox processes data submitted by the Customer in order to provide the services.

Key principles include:

- Audio is processed transiently during transcription and translation.
- Text is processed transiently during speech generation.
- Soniox does not store audio or text by default.
- Transcripts, generated audio, and other derived outputs may be stored depending on customer configuration.

Upon termination of services, Customer may request deletion of Personal Data unless retention is required by law.

13. Liability

Liability arising from this DPA shall be subject to the liability limitations set forth in the agreement governing the use of Soniox services.

14. Governing Law

This DPA shall be governed by the governing law specified in the agreement governing the use of the Soniox services.

15. Government Access Requests

If Soniox receives a legally binding request from a governmental authority for disclosure of Customer Personal Data, Soniox shall:

- Review the request to ensure it is legally valid.
- Notify the Customer of the request where legally permitted.
- Limit disclosure to the minimum amount of information required to comply with the request.

Soniox will challenge requests that are unlawful or overbroad where reasonably appropriate.

16. Execution

This DPA becomes effective when accepted by Customer through the Soniox Console or when executed between the parties.

This Data Processing Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

Contact

For privacy or data protection inquiries:

Soniox Security & Privacy Team
security@soniox.com

Annex I — Processing Details

Subject Matter

Provision of speech-to-text, text-to-speech, and speech intelligence services.

Duration

For the duration of Customer's use of the Soniox services.

Nature and Purpose of Processing

Processing audio, text, and associated data to generate transcripts, translations, generated audio, and speech intelligence outputs.

Types of Personal Data

Depending on Customer usage:

- Audio content
- Text content
- Transcripts
- Metadata associated with API requests
- Account and billing information

Categories of Data Subjects

- Customer users
- Individuals whose speech is processed through the services
- Individuals referenced in text content submitted to or generated by the services.

Annex II — Technical and Organizational Security Measures

Soniox implements security measures designed to protect customer data including:

- Encryption in transit
- Network security controls
- Role-based access control
- Logging and monitoring
- Secure development practices
- Incident response procedures
- Vendor risk management processes

Infrastructure security is supported by leading cloud infrastructure providers.

Signature Page

IN WITNESS WHEREOF, the parties have executed this Data Processing Agreement as of the dates set forth below.

Soniox Inc. (Processor)

Name: Klemen Simoncic

Title: CEO

Signature: *Klemen Simoncic*

Date: April 23, 2026

Customer (Controller)

Company Name: MillanDesign

Name: Milan Jovicic

Title: CEO

Signature: *Milan Jovicic*

Date: August 17, 2026