NATURALSOFT LTD. DATA PROCESSING ADDENDUM

Effective Date: July 25th, 2026

This Data Processing Addendum ("DPA") forms part of the Master Subscription Agreement or other agreement between NaturalSoft Ltd. ("NaturalSoft") and Customer.

1. Scope and Roles

This DPA applies where NaturalSoft processes personal information on behalf of a business, school, university, government agency, team, or other organizational Customer.

Customer is the controller, business, educational institution, or equivalent responsible organization.

NaturalSoft is the processor, service provider, contractor, or equivalent recipient.

For direct consumer accounts, NaturalSoft may act as an independent controller for:

- account administration;
- billing;
- service security;
- product analytics;
- customer communications; and
- legal compliance.

"Customer Personal Data" means personal information contained in Customer Content that NaturalSoft processes on Customer's behalf.

2. Customer Instructions

NaturalSoft will process Customer Personal Data only:

- to provide, secure, maintain, and support the Services;
- in accordance with the Agreement;
- according to Customer's authorized use and configuration;
- as required by law; or
- as otherwise documented by Customer and accepted by NaturalSoft.

Customer is responsible for:

- the lawfulness of Customer Personal Data;
- required notices;

- required consents;
- accuracy;
- data minimization; and
- determining whether the Service is suitable for the intended information.

3. Processing Details

Subject Matter

Provision of:

- text-to-speech;
- document reading;
- OCR;
- AI document assistance;
- speech generation;
- music generation
- sound effect generation
- text generation
- voice cloning;
- project management;
- team administration;
- EDU functions;
- synchronization;
- storage;
- support; and
- related services.

Duration

The subscription term and applicable retention period.

Data Subjects

May include:

- Customer employees and contractors;
- account administrators;
- students and educators;
- individual subscribers;
- invited team members;
- people identified in uploaded documents;
- people providing authorized voice samples; and
- support contacts.

Data Categories

May include:

- names;
- email addresses;
- account identifiers;
- organization and role;
- uploaded documents and text;
- images and OCR content;
- scripts and prompts;
- voice recordings and samples;
- generated audio;
- project information;
- annotations and preferences;
- IP addresses;
- device information;
- usage information;
- logs;
- support communications; and
- transaction metadata.

Full payment-card data is processed by payment providers rather than NaturalSoft.

4. Sensitive Information

The Services are not designed for highly sensitive or specially regulated information.

Customer must not submit protected health information, payment-card data, government identifiers, biometric identification databases, or similarly regulated data unless NaturalSoft expressly agrees in writing.

Voice samples may be treated as biometric, personality, publicity, or sensitive data in some jurisdictions. Customer must obtain all required authorization.

5. Confidentiality

NaturalSoft will ensure personnel authorized to process Customer Personal Data:

- are subject to confidentiality duties;
- receive access only where necessary; and
- process the information only for authorized purposes.

6. Security Measures

NaturalSoft maintains safeguards designed to protect Customer Personal Data against unauthorized or unlawful access, disclosure, alteration, loss, or destruction.

Current safeguards include:

- HTTPS using TLS 1.2 or higher;
- AES-256 or cloud-provider-managed encryption at rest;
- primary production hosting in an AWS United States region;
- private cloud storage;
- AWS Cognito authentication;
- role- and function-based access controls;
- operational and security logging;
- incident-response procedures;
- confidentiality requirements;
- subprocessor controls; and
- retention and deletion procedures.

End-user multi-factor authentication is not currently offered.

7. Security Incidents

NaturalSoft will notify Customer without undue delay after confirming a Personal Data Breach affecting Customer Personal Data.

NaturalSoft will provide reasonably available information concerning:

- the nature of the incident;
- affected information;
- affected individuals;
- likely consequences;
- containment and remediation; and
- a contact for further information.

Notification is not an admission of liability.

Notification is not required for blocked or unsuccessful events that do not result in unauthorized access.

8. Subprocessors

Customer gives NaturalSoft general authorization to use subprocessors.

NaturalSoft will:

- identify current subprocessors in its Subprocessor List;

- impose appropriate data-protection obligations;
- remain responsible as required by applicable law; and
- provide commercially reasonable notice of material new subprocessors to subscribed organizational Customers.

Customer may object on reasonable data-protection grounds within 15 days.

The parties will attempt to resolve the objection. If no reasonable alternative is available, Customer may terminate the affected Service before the new provider begins processing and receive a refund of unused prepaid fees for that Service.

9. Individual Rights Requests

NaturalSoft will provide reasonable assistance for Customer to respond to verified requests concerning:

- access;
- correction;
- deletion;
- restriction;
- portability;
- objection; and
- applicable consumer privacy rights.

If NaturalSoft receives a request concerning data controlled by Customer, NaturalSoft may direct the requester to Customer.

10. Assessments and Regulatory Assistance

NaturalSoft will provide information reasonably available to assist with:

- data-protection impact assessments;
- regulatory consultations;
- security questionnaires; and
- inquiries specifically concerning the Services.

NaturalSoft may provide existing policies, summaries, and questionnaire responses rather than creating custom reports.

11. Audit Rights

NaturalSoft will make available information reasonably necessary to demonstrate compliance, including:

- the Security Overview;
- the Subprocessor List;
- relevant policy summaries; and

- reasonable questionnaire responses.

If those materials are insufficient for a legal audit requirement, Customer may request one additional audit per 12-month period.

An audit must:

- provide at least 30 days' notice;
- occur during normal business hours;
- avoid unreasonable disruption;
- use an independent auditor acceptable to both parties;
- protect NaturalSoft and other customers' confidential information;
- exclude source code, vulnerability details, and other customers' data; and
- be at Customer's expense unless it identifies a material NaturalSoft breach.

A remote or documentation-based review may be used instead of an on-site audit.

12. Retention and Deletion

Current standard retention periods are:

- Personal documents: up to two years unless deleted earlier;
- Commercial project files: up to two years unless deleted earlier;
- operational logs: generally 30 days;
- login information after account deletion: deleted from active systems immediately; and
- other active account information after account deletion: deleted within 24 hours.

Deletion may be delayed where information must be retained for:

- billing or tax purposes;
- fraud prevention;
- security investigations;
- legal holds;
- dispute resolution; or
- compliance with law.

Residual encrypted backup copies may remain until overwritten through NaturalSoft's standard backup cycle.

NaturalSoft may retain aggregated or de-identified information that cannot reasonably identify a person.

13. International Transfers

NaturalSoft's primary production hosting is in the United States.

Customer Personal Data may also be processed where authorized service providers operate.

Where GDPR transfer restrictions apply, the parties will use an appropriate transfer mechanism.

Unless otherwise agreed:

- the European Commission's 2021 Standard Contractual Clauses are incorporated;
- Module Two applies to controller-to-processor transfers;
- Module Three applies to processor-to-processor transfers;
- the UK International Data Transfer Addendum applies to applicable United Kingdom transfers; and
- the parties will reasonably cooperate with transfer-risk assessments.

14. Government Requests

NaturalSoft will evaluate legally binding government requests.

Where legally permitted, NaturalSoft will:

- notify Customer;
- challenge requests reasonably believed to be unlawful or disproportionate; and
- disclose only information legally required.

15. United States State Privacy Terms

Where NaturalSoft acts as a service provider, contractor, or processor under an applicable United States privacy law, NaturalSoft will:

- process Customer Personal Data only for limited purposes described in the Agreement;
- not sell Customer Personal Data;
- not retain, use, or disclose it outside the business relationship except as legally permitted;
- not combine it with unrelated personal information except as legally permitted;
- provide the privacy protection required by applicable law; and
- notify Customer if NaturalSoft determines that it can no longer meet an applicable obligation.

16. Education and Children's Data

For institution-managed EDU accounts:

- Customer determines whether and how the Services are used;

- Customer is responsible for required notices and consent;
- NaturalSoft processes student information only to provide and secure the Services;
- student Customer Content is not used for targeted advertising;
- student Customer Content is not used for AI model training; and
- NaturalSoft will support reasonable access, correction, and deletion instructions.

Where FERPA applies, the parties intend NaturalSoft to perform an institutional service under Customer's direction and control.

Where COPPA applies, Customer represents that it has authority to provide consent on behalf of parents or has obtained legally sufficient consent.

Jurisdictions such as New York may require a separate student data privacy addendum.

17. Liability and Duration

Liability under this DPA is subject to the limitations in the Agreement unless applicable law prohibits the limitation.

This DPA remains effective while NaturalSoft processes Customer Personal Data on Customer's behalf.