

Data Processing Agreement

PRAIX S.à r.l. ("PraixAgent") — Version 1.0 — 29 September 2026

This Data Processing Agreement forms part of the Terms of Service between PRAIX S.à r.l., 2 Rue Jean Engling, 1466 Dommeldange, Luxembourg (RCS B311282) ("PraixAgent", "we") and the business customer ("Client", "you") that uses the PraixAgent platform. It applies where we process personal data on your behalf and is intended to satisfy Article 28 of Regulation (EU) 2016/679 (GDPR). It is accepted together with the Terms of Service when you create an account.

Questions about this DPA, and any request relating to personal data: legal@praixagent.com.

1. Roles

For personal data that you or your callers provide through the Service — including call recordings, transcripts, phone numbers and call metadata — you are the controller and PraixAgent is the processor. For your own account, billing and website-usage data, PraixAgent is an independent controller, as described in our Privacy Policy.

2. Instructions

We process personal data only on your documented instructions, which are the Terms, this DPA, and your use and configuration of the Service. If we believe an instruction breaches data protection law, we will tell you. We do not use call content to train models, and we do not sell it.

3. Confidentiality

Everyone at PraixAgent authorised to process personal data is bound by confidentiality obligations.

4. Security

We apply technical and organisational measures appropriate to the risk, including those in Annex II.

5. Sub-processors

You give us general authorisation to use sub-processors. They are listed in Annex III (the downloadable partner list). We impose on each of them data protection obligations equivalent to this DPA, and we remain responsible for their performance. We give you at least 10 days' notice of a new or replaced sub-processor (30 days for an infrastructure provider), by email or in the dashboard. If you object on reasonable data-protection grounds within that period and we cannot resolve it, you may terminate the affected part of the Service. Telecommunications carriers that only route calls are not sub-processors.

6. International transfers

Our partners may process data outside the European Economic Area, including in the United States. Any such transfer is covered by the EU-US Data Privacy Framework, the European Commission's Standard Contractual Clauses, or another transfer mechanism recognised under Chapter V of the

GDPR. Audio and transcripts of calls are stored on servers in France (Paris) and are not retained by our voice-processing partners after the call.

7. Data subject requests

We assist you, by appropriate technical and organisational means, in responding to requests from individuals exercising their GDPR rights. If we receive such a request directly about data we process for you, we will forward it to you.

8. Personal data breaches

We notify you without undue delay, and in any event within 72 hours after becoming aware of a personal data breach affecting your data, with the information we then have to allow you to meet your own notification duties.

9. Assistance

We assist you, taking into account the nature of the processing, with data protection impact assessments and prior consultations with a supervisory authority.

10. Audits

On written request, once per calendar year, we provide information necessary to show compliance with this DPA, including summaries of relevant third-party audit reports. An on-site audit is only available where required by a supervisory authority or by law, on reasonable notice and at your cost, subject to confidentiality.

11. Deletion and return

On termination, you can export your data from the dashboard. We delete call recordings and transcripts within 30 days after termination, unless the law requires us to keep them. Billing records are kept for the period required by Luxembourg accounting law.

12. Your responsibilities

You are responsible for: having a lawful basis for the processing you instruct; informing callers, before or at the start of a call, that they are speaking with an AI system (EU AI Act, Article 50(1)) and, where required, that the call is recorded, and obtaining any consent required; the content of your agent's prompts and greetings; and using the Service only for lawful purposes and not for special-category data unless you have a valid legal basis.

13. Liability

Each party's liability under this DPA is subject to the limitations in the Terms of Service.

14. Term, precedence and law

This DPA lasts as long as we process personal data for you. In a conflict about personal data, this DPA prevails over the Terms. It is governed by Luxembourg law; the Luxembourg courts have

jurisdiction.

Annex I — Details of processing

- **Subject matter and purpose:** providing AI voice agents that answer and place calls for the Client.
- **Duration:** the term of the Service, plus the deletion period in section 11.
- **Categories of data subjects:** the Client's callers, customers and leads.
- **Types of personal data:** voice recordings, call transcripts, phone numbers, call metadata (time, duration, outcome), and details callers give during calls (such as names, contact details, appointment details).
- **Special-category data:** not intended; the Client must not instruct us to collect it without a valid legal basis.
- **Nature of processing:** real-time processing during calls, storage, retrieval, display in the dashboard, deletion.

Annex II — Technical and organisational measures

- Encryption in transit: TLS 1.2 or higher.
- Encryption of stored credentials and integration tokens: AES-256-GCM.
- Encrypted backups: AES-256 with a secret passphrase, nightly.
- Passwords stored as bcrypt hashes; two-factor authentication on administrative access to our servers.
- Role-based access, least privilege, and separation of customer accounts.
- Hosting in a certified data centre in France (Paris) (ISO/IEC 27001).
- Logging and monitoring of access and errors; breach-response process.
- Zero-retention processing with our voice partner; call data stored by PraixAgent in the EU.
- Data export and deletion tools available to the Client.

Annex III — Sub-processors

The current list of sub-processors, with each one's purpose, location and transfer safeguard, is provided as the downloadable partner list (**partners-en.pdf**), available from our Privacy Policy and Terms of Service pages.