DATA PROCESSING AGREEMENT (DPA)

Between: [Customer Company Name] ("Controller")
And: Convo, Inc. ("Processor")
Date: September 1st, 2025
Convo Contact: ivan@itsconvo.com

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1. DEFINITIONS

For the purposes of this DPA: - **"Personal Data"** means any information relating to an identified or identifiable natural person - **"Processing"** means any operation performed on Personal Data, including collection, recording, organization, structuring, storage, adaptation, alteration, retrieval, consultation, use, disclosure, transmission, dissemination, alignment, combination, restriction, erasure, or destruction - **"Controller"** means the entity that determines the purposes and means of the processing of Personal Data - **"Processor"** means the entity that processes Personal Data on behalf of the Controller - **"Data Subject"** means an identified or identifiable natural person - **"GDPR"** means the General Data Protection Regulation (EU) 2016/679

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2. SCOPE AND PURPOSE OF PROCESSING

2.1 Data Processing Purposes

Convo processes Personal Data solely for the following purposes: - **Conversation Recording:** Recording audio from customer calls, meetings, and interactions - **Conversation Analysis:** Transcribing, analyzing, and extracting insights from conversations - **Performance Analytics:** Generating reports and analytics on conversation performance - **Data Storage:** Securely storing conversation data and metadata - **Service Delivery:** Providing the Convo conversation intelligence platform

2.2 Categories of Personal Data

- **Audio Recordings:** Voice recordings of conversations
- **Conversation Transcripts:** Text transcriptions of audio content
- **Participant Information:** Names, email addresses, phone numbers of conversation participants
- **Metadata:** Timestamps, call duration, technical data
- **User Account Data:** Customer employee names, email addresses, role information

2.3 Categories of Data Subjects

- Customer employees using the Convo platform
- Third-party participants in recorded conversations (prospects, clients, partners)

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3. CONTROLLER AND PROCESSOR OBLIGATIONS

3.1 Controller Obligations

The Controller warrants and undertakes that:

a) Legal Basis and Consent - It has established a lawful basis for processing Personal Data under GDPR Article 6 - It has obtained necessary consents from all conversation participants where required - It will maintain records of consent and legal basis for each data processing activity - It will handle consent withdrawal requests and notify Convo within 48 hours

b) Data Subject Rights - It will handle data subject access, rectification, erasure, and portability requests - It will forward relevant requests to Convo within 72 hours when processor action is required - It will ensure data subjects are informed about the processing and their rights

c) Data Accuracy - It will ensure Personal Data provided to Convo is accurate and up-to-date - It will promptly notify Convo of any required corrections or updates

3.2 Processor Obligations (Convo)

Convo warrants and undertakes that:

a) Processing Instructions - It will process Personal Data only according to documented instructions from the Controller - It will immediately inform the Controller if instructions violate GDPR or other applicable laws - It will not process Personal Data for its own purposes or commercial interests

b) Data Security Measures - **Encryption:** AES-256 encryption for data at rest, TLS 1.3 for data in transit - **Access Controls:** Multi-factor authentication, role-based access, principle of least privilege - **Network Security:** Firewalls, network segmentation, intrusion detection systems - **Monitoring:** 24/7 security monitoring and logging of all data access - **Backups:** Regular encrypted backups with 3-2-1 backup strategy

c) Personnel Security - All personnel with access to Personal Data are bound by confidentiality obligations - Background checks conducted for all employees with data access - Regular security training and awareness programs

d) Data Retention and Deletion - **Default Retention:** 30 days from end of service or customer request - **Configurable Retention:** Customer can

configure retention from 1 day to 7 years - **Secure Deletion:** Complete deletion within 30 days of retention period expiry - **Account Termination:** All customer data deleted within 90 days of account termination - **Deletion Verification:** Certificates of deletion provided upon request

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4. SUBPROCESSORS

4.1 Current Subprocessors

Convo currently engages the following subprocessors:

Subprocessor	Service	Data Location	Purpose
Amazon Web Services (AWS)	Cloud Infrastructure	United States	Data storage and processing
OpenAI	AI Processing	United States	Transcription and analysis
[Analytics Provider]	Usage Analytics	United States	Platform analytics

4.2 Subprocessor Changes

- Convo will provide 30 days written notice before engaging new subprocessors
- Controller may object to new subprocessors within 30 days of notification
- If Controller objects and no alternative solution is found, Controller may terminate affected services
- Convo ensures all subprocessors are bound by equivalent data protection obligations

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5. INTERNATIONAL TRANSFERS

5.1 Data Location

- **Primary Processing:** United States (AWS US-East regions)
- **EU Option:** EU data centers available from Q1 2025
- **Data Residency:** Customer can specify preferred data location

5.2 Transfer Mechanisms

For transfers outside the EU/EEA, Convo relies on: - **Standard Contractual Clauses (SCCs)** as approved by the European Commission - **Adequacy Decisions** where applicable - **Additional Safeguards** including encryption and access controls

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6. DATA SUBJECT RIGHTS

6.1 Rights Requests Processing

When Convo receives a data subject rights request: - **Verification:** Convo will verify the request and forward to Controller within 72 hours - **Controller Response:** Controller has 30 days to respond to the data subject - **Convo Assistance:** Convo will provide necessary technical assistance

6.2 Specific Rights Support

- **Access (Art. 15):** Convo will provide data extracts in machine-readable format
- **Rectification (Art. 16):** Convo will update data within 5 business days
- **Erasure (Art. 17):** Convo will delete data within 30 days
- **Portability (Art. 20):** Convo will provide data in JSON format
- **Restriction (Art. 18):** Convo will restrict processing within 24 hours

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7. PERSONAL DATA BREACHES

7.1 Incident Response Timeline

- **Detection Goal:** Within 15 minutes of incident occurrence
- **Internal Response:** Security team activation within 1 hour
- **Controller Notification:** Within 72 hours of becoming aware of breach
- **Documentation:** Detailed incident report within 5 business days

7.2 Notification Content

Convo will notify Controller of: - Nature of the Personal Data breach - Categories and approximate number of data subjects affected - Categories and approximate number of Personal Data records affected - Likely consequences of the breach - Measures taken or proposed to address the breach and mitigate adverse effects

7.3 Investigation and Response

- Convo will investigate the breach and provide regular updates
- Forensic analysis will be conducted by qualified security professionals
- Convo will implement immediate containment and remediation measures
- Post-incident review will identify improvements to prevent recurrence

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8. AUDITS AND COMPLIANCE

8.1 Audit Rights

- Controller may audit Convo's compliance with this DPA annually
- Audits must be conducted during business hours with 30 days notice
- Convo may charge reasonable costs for audit facilitation exceeding 8 hours annually
- Third-party auditors must sign appropriate confidentiality agreements

8.2 Compliance Documentation

Convo will provide Controller with: - SOC 2 Type I and Type II reports when available - Security certifications and attestations - Evidence of compliance with security measures described in this DPA - Regular compliance reports as requested

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9. LIABILITY AND INDEMNIFICATION

9.1 Liability Limitation

- Each party's liability is subject to the limitations in the underlying service agreement
- Neither party excludes liability for death, personal injury, fraud, or willful misconduct
- Convo's total liability for data protection breaches shall not exceed [X] times the annual fees

9.2 Regulatory Indemnification

- Controller will indemnify Convo against claims arising from Controller's breach of GDPR
- Convo will indemnify Controller against claims arising from Convo's breach of this DPA
- Each party will provide prompt notice of any regulatory investigations or claims

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10. TERM AND TERMINATION

10.1 Term

This DPA remains in effect for the duration of the underlying service agreement.

10.2 Termination

Upon termination of the service agreement: - Convo will cease all processing of Personal Data - Convo will return or securely delete all Personal Data within 90 days - Convo will provide certification of deletion upon request - Backup copies will be securely deleted according to Convo's backup retention schedule

10.3 Survival

The following provisions survive termination: confidentiality, liability, indemnification, and data deletion obligations.

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11. GOVERNING LAW AND JURISDICTION

This DPA is governed by Spanish law.

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12. CONTACT INFORMATION

ConvoPal Data Protection Officer: - Email: ivan@itsconvo.com —

SIGNATURES

Controller:

- Company: _____
- Name: _____
- Title: _____
- Date: _____
- Signature: _____

Processor (ConvoPal):

- Name: _____
- Title: _____
- Date: _____
- Signature: _____

Appendix A: Technical and Organizational Measures Detailed security measures and technical safeguards - Available upon request - contact markus@itsconvo.com

Appendix B: Standard Contractual Clauses EU Commission approved Standard Contractual Clauses - Available upon request - contact markus@itsconvo.com

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