



DATA PROCESSING AGREEMENT

This Data Processing Agreement ("**DPA**") forms part of and is incorporated into the Master Services Agreement (the "**Agreement**") between **Coldi Labs Ltd.** ("Coldi" or "Processor") and the client identified in the applicable Service Order ("Client" or "Controller"). It applies to the extent Coldi processes Personal Data on behalf of Client in providing the Services. In the event of conflict between this DPA and the Agreement on data protection matters, this DPA prevails.

1. Definitions

"Personal Data," "Processing," "Controller," "Processor," "Data Subject," "Supervisory Authority," "Personal Data Breach," and "Special Categories of Personal Data" have the meanings given in Regulation (EU) 2016/679 ("**GDPR**"). "**Applicable Data Protection Laws**" means the GDPR, the UK GDPR and Data Protection Act 2018, and any other applicable data protection or privacy laws. "**Sub-processor**" means any third party engaged by Coldi to Process Personal Data on behalf of Client.

2. Roles of the Parties

2.1 Client acts as Controller. Coldi acts solely as Processor and Processes Personal Data only on Client's documented instructions (the Agreement, this DPA and applicable Service Orders constituting such instructions).

2.2 Coldi Processes Personal Data only as necessary to provide the Services. If Coldi believes an instruction infringes Applicable Data Protection Laws, it will inform Client without undue delay.

3. Details of Processing (Article 28(3))

- **Subject matter:** Provision of the AI voice platform - call handling, recording, transcription, routing, analytics and related services.
- **Duration:** The Subscription Term plus any retention period set out in the Agreement.
- **Nature and purpose:** Collection, recording, storage, transmission, transcription, analysis, hosting, retrieval and deletion of Personal Data, solely to provide and maintain the Services.
- **Categories of Data Subjects:** Client's end customers, call recipients, callers, prospective customers, and Client's employees/agents.
- **Categories of Personal Data:** Phone numbers, call audio recordings, voice data, transcripts, call metadata (time, duration, routing), and CRM identifiers provided by Client.
- **Special Categories:** Not intended and will not be Processed unless expressly instructed in writing by Client and permitted by Applicable Data Protection Laws.



4. Processor Obligations

4.1 Instructions. Coldi Processes Personal Data solely on Client's documented instructions.

4.2 Confidentiality. Coldi ensures persons authorised to Process Personal Data are bound by confidentiality obligations.

4.3 No independent use. Coldi does not Process Personal Data for its own purposes or for third parties, except as permitted by the Agreement or required by law. Coldi does not use Client Personal Data to train generalised AI models; only aggregated, anonymised or irreversibly de-identified data is used for service operation and improvement.

4.4 Data subject requests. Coldi promptly notifies Client of any request received directly from a Data Subject and does not respond except to direct the request to Client, unless legally required. Coldi provides reasonable assistance to Client in responding to Data Subject requests.

4.5 Assistance. Taking into account the nature of Processing, Coldi provides reasonable assistance with DPIAs and prior consultations with Supervisory Authorities to the extent required by Applicable Data Protection Laws.

5. Security

5.1 Coldi implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including: encryption of data in transit; logical access controls; authentication and authorisation mechanisms; segregation of environments; monitoring and logging; vulnerability management; and incident response procedures.

5.2 Measures take into account the nature, scope, context and purposes of Processing and the risks to Data Subjects.

6. Sub-processors

6.1 Authorisation. Client grants Coldi general authorisation to engage Sub-processors (including cloud hosting, telephony carriers, AI/voice model providers, speech-to-text and text-to-speech providers, analytics and infrastructure vendors). A current list is available on request.

6.2 Changes. Coldi gives Client at least 30 days' notice of any addition or replacement of a Sub-processor, during which Client may object on reasonable data protection grounds.

6.3 Flow-down. Coldi imposes on each Sub-processor data protection obligations providing at least the same level of protection as this DPA, and remains fully liable to Client for the performance of its Sub-processors.



7. International Data Transfers

7.1 Personal Data may be processed outside the European Economic Area, including in Israel (where Coldi is established) and in the United States and other jurisdictions where Coldi's Sub-processors operate (including the voice AI provider that processes call audio).

7.2 Each such transfer is made under a valid transfer mechanism:

- (a) **Adequacy** - Israel benefits from a European Commission adequacy decision and is recognised as adequate by the UK; transfers to Coldi rely on this mechanism.
- (b) **Standard Contractual Clauses** (EU SCCs and the UK International Data Transfer Addendum) and/or the **EU-US Data Privacy Framework** (and UK extension), as applicable to Sub-processors located outside the EEA/UK.

7.3 Coldi maintains additional safeguards for international transfers, including encryption, access controls and secure data centres.

8. Personal Data Breach

8.1 Coldi notifies Client without undue delay after becoming aware of a Personal Data Breach affecting Personal Data Processed on behalf of Client.

8.2 The notification includes, to the extent available, information necessary for Client to comply with its obligations under Articles 33 and 34 GDPR.

9. Audit

9.1 Coldi makes available to Client information reasonably necessary to demonstrate compliance with this DPA.

9.2 Audits may be conducted on reasonable written notice, during normal business hours, subject to confidentiality and security requirements. On-site audits require mutual agreement.

10. Return and Deletion

10.1 On termination of the Services, Coldi will, at Client's choice, delete or return Personal Data, unless retention is required by applicable law.

10.2 Any post-termination retention is limited to, and justified by, applicable legal obligations.

11. Client Obligations

Client represents and warrants that it has a lawful basis for Processing; has provided all required notices to Data Subjects; has obtained all necessary consents (including for call recording and automated/AI interactions); and that Client Content does not violate Applicable Data Protection Laws.



12. Liability

Each party's liability under this DPA is subject to the limitations and exclusions in the Agreement, except where liability cannot be limited under Applicable Data Protection Laws.

13. Governing Law

This DPA is governed by the law specified in the MSA, without prejudice to the mandatory application of the GDPR / UK GDPR.