

EU and UK Data Processing Addendum

This EU and UK Data Processing Addendum (“DPA”) supplements the Knowzilla Master Subscription Agreement (the “Agreement”) entered into by and between the customer signing this DPA (“Customer”) and Knowzilla OÜ (“Company”). By executing the DPA in accordance with Section 11 herein, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws (defined below), in the name and on behalf of its Affiliates (defined below), if any. This DPA incorporates the terms of the Agreement, and any terms not defined in this DPA shall have the meaning set forth in the Agreement.

1. Definitions

- “Affiliate” means (i) an entity of which a party directly or indirectly owns fifty percent (50%) or more of the stock or other equity interest, (ii) an entity that owns at least fifty percent (50%) or more of the stock or other equity interest of a party, or (iii) an entity which is under common control with a party.
- “Authorized Sub-Processor” means a third-party who has a need to know or otherwise access Customer’s Personal Data to enable Company to perform its obligations under this DPA or the Agreement, and who is either (1) listed in Exhibit B or (2) subsequently authorized under Section 4.2 of this DPA.
- “Company Account Data” means personal data that relates to Company’s relationship with Customer, including the names or contact information of individuals authorized by Customer to access Customer’s account and billing information.
- “Company Usage Data” means Service usage data collected and processed by Company in connection with the provision of the Services, including activity logs and data used to optimize performance.
- “Data Exporter” means Customer.
- “Data Importer” means Knowzilla.
- “Data Protection Laws” means any applicable laws relating to the use or processing of Personal Data including the GDPR (EU and UK), the CCPA, and the Swiss Federal Act on Data Protection.
- “EU SCCs” means the standard contractual clauses approved by the European Commission in Commission Decision 2021/914 dated 4 June 2021.
- “Services” shall have the meaning set forth in the Agreement.

2. Relationship of the Parties; Processing of Data

2.1. The parties acknowledge and agree that with regard to the processing of Personal Data, Customer may act either as a controller or processor and, except as expressly set forth in this DPA or the Agreement, Company is a processor.

2.2. Company shall not process Personal Data (i) for purposes other than those set forth in the Agreement and/or Exhibit A, (ii) in a manner inconsistent with the terms and conditions set forth in this DPA or any other documented instructions provided by Customer.

2.3. The subject matter, nature, purpose, and duration of this processing, as well as the types of Personal Data collected and categories of Data Subjects, are described in Exhibit A to this DPA.

2.4. Following completion of the Services, at Customer's choice, Company shall return or delete Customer's Personal Data, unless further storage is required by law.

3. Confidentiality

Company shall ensure that any person it authorizes to process Personal Data has agreed to protect Personal Data in accordance with Company's confidentiality obligations.

4. Authorized Sub-Processors

4.1. Customer acknowledges and agrees that Company may engage its Affiliates as well as the Authorized Sub-Processors listed in Exhibit B.

4.2. A list of Company's current Authorized Sub-Processors is available at <https://knowzilla.eu/privacy/subprocessors>. Company will provide at least ten (10) days' notice before enabling any new sub-processor.

5. Security of Personal Data

Company shall maintain appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing Personal Data. Exhibit C sets forth additional information about Company's technical and organizational security measures.

6. Transfers of Personal Data

6.1. The parties agree that Company may transfer Personal Data processed under this DPA outside the EEA, the UK, or Switzerland as necessary to provide the Services.

6.2. Ex-EEA Transfers. The parties agree that ex-EEA Transfers are made pursuant to the EU SCCs. In Clause 17, the EU SCCs will be governed by Ireland law, and in Clause 18(b), disputes will be resolved before the courts of Ireland.

7. Rights of Data Subjects

Company shall, to the extent permitted by law, notify Customer upon receipt of a request by a Data Subject to exercise their rights (access, erasure, etc.). Company will advise the Data Subject to submit their request directly to the Customer.

8. Actions and Access Requests; Audits

8.1. Company shall provide Customer with reasonable cooperation and assistance to conduct data protection impact assessments (DPIAs) where required by GDPR.

8.2. Company shall maintain records sufficient to demonstrate compliance and allow for audits by Customer or an independent third party at reasonable intervals.

8.3. In the event of a Personal Data Breach, Company shall, without undue delay, inform Customer and take steps to remediate the violation.

9. Conflict

In the event of any conflict, the order of precedence will be: (1) Standard Contractual Clauses; (2) this DPA; (3) the Agreement; and (4) the Company's privacy policy.

10. Execution of this DPA

To complete this DPA, Customer must sign below and return the completed Addendum to liina@knowzilla.eu.

EXHIBIT A: DETAILS OF PROCESSING

- Subject Matter: Provision of AI-powered sales intelligence and coaching services.
- Purpose: To provide real-time call suggestions, transcriptions, and CRM synchronization for sales teams.
- Duration: Term of the Agreement plus data retention period.
- Categories of Data Subjects: Customer employees (Users) and Customer prospects/leads (Call Participants).
- Types of Personal Data: Names, email addresses, audio recordings, transcriptions, and CRM deal data.

EXHIBIT B: AUTHORIZED SUB-PROCESSORS

Sub-Processor	Purpose	Location
Microsoft Azure	Hosting of Azure OpenAI Models & AI Processing	EU (Germany/West Europe)
Google Cloud Platform	Core Infrastructure & Database Hosting	EU (Belgium/Finland)
Vercel	Frontend Hosting & Platform Delivery	Global
Slack	Customer Communication & Support	USA
GitHub	Source Code Management & R&D	USA

EXHIBIT C: TECHNICAL AND ORGANIZATIONAL MEASURES

- Encryption: AES-256 at rest; TLS 1.2+ in transit.

- AI Privacy: OpenAI models are hosted within a private Azure OpenAI Service tenant. Data is not used for public model training.
- Access Control: Mandatory MFA for all production access; RBAC enforced.
- Compliance: Continuous monitoring via Vanta to ensure alignment with GDPR and ISO 27001 standards.

SIGNATURES

Knowzilla OÜ Signature: _____

Print Name: Liina Laas

Title: CEO

Date: _____

Customer Signature: _____

Customer Legal Name: _____

Print Name: _____

Title: _____

Date: _____