

# Data Processing Addendum (DPA) — 2 pages (+ Annexes)

This DPA is part of the MSA between **EcoNexus Systems OÜ** (“**Processor**”) and **Customer** (“**Controller**”).

**1. Subject Matter & Duration.** Processor will process personal data in Customer Content and account data solely to provide the Service (ASR and MT), for the subscription term and any limited post-term retention per Annex I.

**2. Roles.** Customer is **Controller**; Provider is **Processor**. The parties will comply with EU/UK data-protection laws applicable to them.

**3. Instructions.** Processor will process personal data only on documented instructions from Controller (this DPA, MSA, and Order Form). Processor will promptly inform Controller if an instruction violates law.

**4. Confidentiality.** Processor ensures personnel with access to personal data are bound by confidentiality.

**5. Security.** Processor implements the technical and organizational measures in **Annex II** (including encryption in transit, access controls, segregation, logging, backups). Processor will maintain industry-standard safeguards appropriate to the risk.

**6. Sub-processors.** Controller authorizes the sub-processors listed in **Annex III** and on Processor’s public sub-processor page. Processor will impose data-protection terms no less protective than this DPA and remains responsible for sub-processors’ performance. Processor will notify Controller of material changes and permit reasonable objections.

**7. International Transfers.**

a) **EU-only (Strict):** Processor will route processing to EEA/UK regions; any limited, ancillary processing outside the EEA/UK (e.g., payments/CDN/logs) is conducted under the **EU Standard Contractual Clauses (SCCs 2021/914, Module 2)** or other lawful mechanism.

b) **Global:** Cross-border processing may occur; SCCs (Module 2) apply between Controller and the relevant sub-processors via Processor as detailed in Annex III.

**8. Assistance.** Taking into account the nature of processing, Processor will assist Controller with **data subject requests, security incidents, data-protection impact assessments, and consultations with authorities**, as reasonably necessary.

**9. Breach Notification.** Processor will notify Controller **without undue delay** after becoming aware of a personal data breach and provide available details to assist with compliance obligations.

**10. Audits.** Upon written request once per 12 months, Processor will make available third-party audit reports or security summaries. Where required by law, reasonable on-site audits may be arranged subject to confidentiality, timing, scope, and cost allocation.

**11. Deletion/Return.** Upon termination or upon Controller's written request, Processor will **delete or return** personal data within a reasonable period, unless law requires storage. Aggregated, de-identified operational metrics may be retained.

**12. Records.** Processor will maintain records of processing as required by law and make them available to authorities upon lawful request.

**13. Miscellaneous.** In case of conflict, **SCCs** prevail for cross-border transfers; otherwise the **Order Form > MSA > this DPA** order of precedence applies.

## **Annex I – Details of Processing**

- **Controller:** Customer identified in the Order Form.
- **Processor:** EcoNexus Systems OÜ (One World Lingo).
- **Subject Matter:** Provision of transcription (ASR) and translation (MT) services.
- **Duration:** Subscription term + limited operational retention as set below.
- **Nature & Purpose:** Convert audio to text; translate documents/text; provide account, billing, support, and security functions.
- **Categories of Data:** Audio files/recordings; documents/text; account identifiers (name, email, user ID); usage metadata (timestamps, file sizes, job IDs, error codes).
- **Data Subjects:** Controller's users; individuals in recordings/documents.
- **Retention:** Files ephemeral during processing and for user retrieval; operational logs typically up to **30–90 days**; billing records per tax law.

## Annex II – Technical & Organizational Measures (summary)

- **Encryption:** TLS 1.2+ in transit; encryption at rest by infrastructure providers.
- **Access Control:** Role-based access; least privilege; SSO for admin systems; key management by provider.
- **Segregation & Isolation:** Logical tenant isolation; environment separation.
- **Logging & Monitoring:** Authentication logs; operational metrics; anomaly detection.
- **Business Continuity:** Provider-level backups; regional redundancy per Region Option; disaster-recovery procedures.
- **Secure Development:** Change control; vulnerability patching cadence; third-party components monitored.
- **Incident Response:** Defined playbooks; customer notification without undue delay.
- **Vendor Management:** Sub-processor DPAs/SCCs; periodic reviews.

## Annex III – Authorized Sub-processors

### EU-only (Strict) routing

- **Microsoft Azure (OpenAI/Speech, EU regions):** ASR (transcription) in EEA/UK.
- **DeepL:** MT (translation) in EEA data centers (as available).
- **Supabase (EU region):** Authentication, Postgres, object storage.
- **Netlify:** App delivery/serverless; limited operational logs (may be outside EEA).
- **Stripe:** Billing and payments (global infrastructure).

### Global routing

- **OpenAI:** ASR (transcription) on global infrastructure.
- **DeepL:** MT (translation).
- **Supabase (EU region):** Authentication, Postgres, object storage.
- **Netlify:** App delivery/serverless; limited operational logs (may be outside EEA).
- **Stripe:** Billing and payments (global infrastructure).

*(Processor maintains a current list and will notify Controller of material changes.)*

## Annex IV – International Transfers

The EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), Module 2 (Controller → Processor) are incorporated by reference and will apply to cross-border transfers where no adequacy decision or other lawful mechanism exists. The parties agree the SCCs' annexes are completed by this DPA and its annexes.