



# DATA PROCESSING AGREEMENT - LEEXI

Starting November 15<sup>th</sup> 2024

<p>Leexi</p> <p>Limited company Equity 678.500 euros RCS Bruxelles, VAT BE 0782.527.110</p> <p>Operating Headquarter 1183 Chaussée de Wavre 1160 Brussels, Belgium</p> <p>Represented by Xavier Lombard, CEO</p>	
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## Data Processing Agreement

This Data Processing Agreement ("Agreement") is entered between The Customer and Leexi (collectively referred to as the "Parties") upon the date of signature.

### Preamble

The Parties have retained the power to alter, amend, revoke, or terminate the Agreement.

While providing the Services pursuant to the usage by the customer of Leexi's Platform, Leexi will Process certain Data from the customer.

The Parties now intend to ensure that the customer Data is processed in accordance with applicable data protection principles and legal requirements.

### 1. Introduction

Data Processing Agreement - November 15<sup>th</sup> 2024 - <https://www.leexi.ai/> - [hello@leexi.ai](mailto:hello@leexi.ai)

The purpose of this Agreement is to define the terms and conditions under which Leexi will process personal data on behalf of The Customer.

## 2. Mutual Obligations of the Parties

In the execution of the Agreement and the arrangement, each Party agrees to (i) comply with all applicable legal and regulatory provisions, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter referred to as the "GDPR") and (ii) impose identical obligations on its personnel and any third parties under its control (including its affiliated companies and subcontractors, if any).

Each Party acts as an independent Data Controller, as defined by data protection laws, in processing the personal data of the other Party's employees.

Each Party authorizes the other Party to collect, process, store, communicate, or archive personal data (as defined by the GDPR) regarding their professional contact information, but solely (i) in connection with and only to the extent necessary for the performance of the Services, (ii) to meet applicable legal or regulatory requirements, (iii) for requests and communications with the other Party, (iv) for administrative, commercial, and marketing purposes, and (v) to protect their respective rights in accordance with applicable legislation.

The Parties guarantee that all personal data that they may hold and disclose to each other, or to which they may have access in the course or on the occasion of the implementation of the Agreement, has been obtained and used in a manner that ensures appropriate security and confidentiality, including preventing unauthorized access to such data.

Each Party undertakes to (i) implement technical and organizational measures to ensure the protection of personal data held by the respective Party against unauthorized access, as well as any breach, loss, unauthorized disclosure, or accidental destruction, and (ii) promptly notify the other Party in the event any of these situations occur, so that the latter can alert the data subjects concerned.

As a Data Controller within the meaning of the GDPR for the personal data collected from individuals concerned by the processing of their personal data, each Party guarantees the individuals concerned the right to be informed and to access their personal data, the right to rectification and erasure, the right to restriction of processing, the right not to be subject to automated decision-making including profiling, the right to issue advance directives concerning the retention, erasure, and communication of their personal data after their death, as well as the right to data portability, which shall be strictly understood as regards personal data collected directly from data subjects.

Each Party guarantees individuals concerned by the processing of their personal data the right to object to the processing of their personal data, in compliance with its legal obligations.

To exercise these rights, individuals concerned may contact the Data Protection Officer appointed by each Party.

Leexi: dpo@leexi.ai or by mail to the following address: Data Protection Officer, Leexi Company, 1183 Chaussée de Wavre, 1160 Brussels, Belgium.

Client: [insert client's information]

Under this agreement, Leexi acts as a subcontractor and processes personal data on behalf of the client.

### 2.1 Personal Data

The personal data to be processed under this Agreement includes Conversation by video conference or by audio system.

### 2.2. Applicability

This DPA will apply to the Processing of Customer Personal Data, regardless of country of origin, place of Processing, location of Data Subjects, or any other factor.

### 2.3. Categories of Data Subjects

Conversation by video conference or by VOIP (audio system) with their meta data.

## 3. Scope of the Contract and Categories of Data Processed

Leexi is committed to incorporating the principles of data protection by design and data protection by default in its tools, products, applications, or services.

The personal data to be processed under this agreement includes videoconference or audio system conversations. Leexi collects the following personal data: name, first name, email address, telephone number, job title, company name, videoconference or VOIP (audio system) conversations, along with their metadata.

The processing of data is intended for the performance of services provided by Leexi on behalf of the client, within the framework of the contractual relationship established between the two Parties.

The collected data includes: name, first name, job title, email address, telephone number, and company name.

The purposes of the collection are to provide support for the project and the provision of services agreed upon in the contract, such as customer data management and technical support.

The individuals concerned are employees, suppliers, and clients of the client.

The operations performed on the data include collection, transfer, retention, and deletion.

The recipients of the personal data are authorized personnel designated by the Parties.

## 4. Roles and Responsibilities

### 4.1 Data Controller

As the Data Controller, The Customer shall determine the purposes and means of the processing of personal data.

### 4.2 Data Processor

As the Data Processor, Leexi shall process personal data on behalf of and according to the instructions of the Data Controller.

## 5. Technical and Organizational Measures

Secure System Engineering Principles for engineering secure systems is established, documented by Leexi, maintained and applied to any information system implementation efforts. The following secure-by-design and privacy-by-design principles is applied:

### 5.1 Secure-by-design principles:

1. Minimize attack surface area
2. Establish secure default settings
3. The principle of Least privilege
4. The principle of defense in depth

5. Fail securely
6. Do not trust services
7. Separation of duties
8. Avoid security through obscurity
9. Keep security simple
10. Properly address security issues

#### 5.2 Privacy-by-design principles:

1. Proactive not Reactive; Preventative not Remedial
2. Privacy as the Default Setting
3. Privacy Embedded into Design
4. Full Functionality - Positive-Sum, not Zero-Sum
5. End-to-End Security - Full Lifecycle Protection
6. Visibility and Transparency - Keep it Open
7. Respect for User Privacy - Keep it User-Centric

#### 5.3 Security Measures

Leexi has implemented appropriate technical and organizational measures to ensure the security and confidentiality of the personal data, including but not limited to encryption, access controls, regular backups, and employee training, employee background check.

Security measures have been fully implemented following [the ISO 27001 standard certification](#).

#### 5.4 Data Breach Notification

In the event of a data breach, Leexi shall notify The Customer without undue delay and provide all necessary information to assist The Customer in fulfilling its data breach notification obligations.

Leexi shall notify the client of any personal data breach within a maximum of forty-eight (48) hours after becoming aware of it, by email. This notification shall be accompanied by any relevant documentation to enable the client to notify this breach to the supervisory authority.

This notification must include, at least, the following elements:

- A description of the nature of the personal data breach, including, if possible, the categories and approximate number of individuals affected by the breach and the categories and approximate number of personal data records involved.
- Communication of the name and contact details of a contact point from whom additional information can be obtained.
- A description of the likely consequences of the personal data breach.
- A description of the measures taken or proposed by Leexi to address the personal data breach, including, if applicable, measures to mitigate any potential negative effects.

Leexi commits to assisting the client in notifying a personal data breach to the supervisory authority by responding to the client's requests for assistance.

## 6. Subprocessors

### 6.1 Leexi Trust Center

Subprocessor are followed by our third agent VANTA (certification agent)

[This link gives access subprocessors for Leexi](#)

- Amazon Web Services for Infrastructure Hosting → hosting in EU
- Microsoft Azure for generative AI → hosting in EU
- Gladia & Microsoft Azure for Transcription → hosting in EU
- Google Workspace for identity provider → hosting in EU
- New Relic for Application Performance Monitoring → hosting in EU

### 6.2 Authorization

The subcontractor may not engage another subcontractor without the prior written authorization, whether specific or general, from the data controller. In the case of a general written authorization, the subcontractor shall inform the data controller of any contemplated changes regarding the addition or replacement of other subcontractors, thereby giving the data controller the opportunity to object to such changes.

Leexi must provide the client with the necessary information to enable the client to exercise its right to object. The client will have a period of fifteen (15) days from the receipt of such information to express any objections to Leexi and provide justification for the objections.

The parties agree to arrange for a meeting and engage in good faith discussions in order to find a reasonable and mutually acceptable solution prior to the client's refusal of any subcontractor.

If the client refuses to provide Leexi with written authorization to transfer data to such subcontractors, Leexi will be unable to provide the services associated with that subcontractor.

Leexi remains fully responsible to the client for the performance by the other subcontractor of its obligations.

### 6.3 Subsequent Subprocessor Obligations

Leexi shall ensure that all subcontractors engaged for the processing of personal data are bound by written agreements containing data protection obligations that are at least as protective as those set forth in this agreement.

Leexi shall ensure that the subcontractor complies with the obligations to which Leexi is subject under this agreement and data protection laws.

### 6.4 International Data Transfers

When Leexi engages a subcontractor pursuant to Section 6 or its affiliates, and such engagement involves an international transfer of personal data, Leexi shall take all necessary measures to ensure that the transfer is in compliance with data protection laws.

Personal data shall only be transferred by Leexi to or made accessible from a third country outside the European Economic Area if:

- (a) The recipient country has been deemed to provide an adequate level of protection for the rights and freedoms of data subjects concerning the processing of personal data, as determined by the European Commission; or

- (b) The transfer of personal data to an entity outside the European Economic Area is in accordance with the Standard Contractual Clauses published by the European Commission in its updated version of June 2021.

Where required by data protection laws, Leexi agrees to enter into the Standard Contractual Clauses or any equivalent agreement with the Client or another relevant entity, or provide other appropriate safeguards to legalize the transfer of personal data to a third country.

## 7. Data Subject Rights

Leexi shall assist The Customer in fulfilling its obligations related to data subject rights, including but not limited to access, rectification, erasure, restriction, and objection.

## 8. Assistance

Upon the client's request, Leexi shall, to the extent possible, provide assistance in case of inspections by the competent authority or in carrying out data protection impact assessments.

## 9. Data Retention and Deletion

### 9.1 Data Retention

Leexi shall retain personal data only for the duration specified by The Customer or as required by applicable laws and regulations.

By default the Data are stored for 2 years max.

The Customer has the possibility to reduce this time directly on Leexi's platform settings.

### 9.2 Data Deletion

Upon termination of the data processing services or upon instruction from The Customer, Leexi shall delete or return all personal data to The Customer unless retention is required by applicable laws.

## 10. Audit and Compliance

Leexi shall make available to the client all necessary information to demonstrate compliance with the obligations set forth in this agreement and arising directly from data protection laws. Upon the client's request, Leexi shall also, where applicable, allow and contribute to audits of processing activities covered by this agreement. In deciding on an audit, the client may take into account relevant certifications held by Leexi.

The client may choose to conduct the audit themselves or engage an independent auditor, with reasonable advance notice of at least 20 days prior to the audit date. The client may exercise this right of audit no more than once per twelve (12) month period, and the client shall bear the full costs and expenses of any audit, unless such audit reveals a Security Incident, in which case Leexi shall bear the full costs and expenses of such audit.

Notwithstanding the above, if the client's audit request falls during the year-end or at another time when it is impractical for Leexi to accommodate such request, the Parties shall mutually agree to an extension of the written notice period to thirty (30) days. The client shall execute a confidentiality agreement in a form and content reasonably acceptable to Leexi prior to such audit. Nothing herein shall permit the client to review data relating to other clients of Leexi. The Parties shall make all reasonable efforts to minimize disruption to Leexi's business operations.

The client must make information, including the results of any audit, available to the relevant supervisory authority/ies upon request.

#### 10.1 Verifications

The client may perform audits or inspections to ensure Leexi's compliance with this agreement and applicable data protection laws. Leexi shall cooperate and provide all necessary information to facilitate such audits.

#### 10.2 Regulatory Inspections

In the event of a regulatory inspection or investigation related to the processing of personal data, Leexi shall promptly inform the client and provide necessary assistance.

### 11. Termination and Data Return

#### 11.1 Termination

Either party may terminate this agreement in accordance with the termination provisions set forth in the main agreement between the parties.

#### 11.2 Data Return or Deletion

Upon termination of the Agreement, Leexi shall, at the client's choice, either return all personal data to the client or securely delete all personal data, unless retention is required by applicable laws. Leexi may retain backup copies of the client's personal data that have been captured as part of Leexi's normal operations, if deletion of the client's data would be materially difficult (whether from a business or technological perspective), provided that:

- (a) Leexi represents and warrants that it has implemented and follows a business process for deleting unnecessary data backups; and
- (b) Leexi shall make commercially reasonable efforts to anonymize such client data.

### 12. Confidentiality

The parties undertake to maintain the confidentiality of information exchanged within the framework of the commercial relationship.

The partner undertakes not to disclose the editor's confidential information to third parties without the editor's prior written authorization.

The parties undertake to maintain the confidentiality of information exchanged within the framework of the commercial relationship with their own subcontractors.

### 13. Governing Law and Dispute Resolution

#### Governing law and jurisdiction

This contract is governed by Belgian law, in the French language.

Any dispute relating to the interpretation or execution of this contract shall be submitted to the exclusive jurisdiction of the courts of Brussels, Belgium.

### 14. Miscellaneous

#### 14.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or representations.

#### 14.2 Modification

Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

#### 14.3 Register

In accordance with Article 30 of the GDPR, Leexi declares that it maintains a written record of all categories of processing activities carried out on behalf of the Data Controller.

#### 14.4 Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### 14.5 No Waiver

The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

### 15. Access to Data by Third Country Authorities.

In the event that Leexi receives a legally binding request from a public authority under the laws of a third country or if Leexi becomes aware of any direct access to personal data by a public authority of a third country, Leexi shall notify the client without undue delay. This notification shall include all information regarding the request or access to the data that Leexi possesses.

In the event that Leexi is prohibited from notifying the client, Leexi commits to making its best efforts to obtain a waiver of the prohibition in order to communicate as much information as possible to the client. Leexi commits to documenting its efforts so they can be shown at the client's request.

Leexi shall document its internal process for handling such requests and direct access to data in a written policy and make this policy available to the client.




## 16. Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument. Signatures transmitted via email or electronic signature platforms shall be deemed valid and binding.

IN WITNESS WHEREOF, the Parties have executed this Data Processing Agreement as of the Effective Date.

### Signatures

Date : November 15 <sup>th</sup> 2024	Date :
<p style="text-align: center;">Leexi</p>  <p style="text-align: center;">[ LEEXI SA BE 0782 527 110 Chaussée de Wavre 1183 1160 Auderghem ]</p> <p style="text-align: center;">Represented by Xavier Lombard, CEO</p>	<p style="text-align: center;">Represented by</p>