

# DATA PROCESSING AGREEMENT (DPA)

Status: 24.06.2024

## 1. Scope

1.1. Doppel N Marketing GmbH, with its registered office in Lichtenberg, Austria, registered under FN561604p (hereinafter referred to as the "Processor"), shall provide all processing of personal data on behalf of its Controller (hereinafter each the "Controller" and each Controller together with the Processor the "Parties") based on this DPA, in each case in the version valid at the time of the contract conclusion.

1.2. The Processor may amend the provisions of this DPA at any time without stating reasons. Such amendments shall be announced on the Processor's website at least 30 days before they come into force and by sending the text of the contract to the email address last notified by the Controller. If the Controller does not object to the changes within 30 days of receipt by emailing to [office@repliant.ai](mailto:office@repliant.ai), the changes shall be deemed accepted. In the event of a timely objection by the Controller, the contractual relationship shall continue under the previous version, whereby the Processor shall be entitled to terminate the DPA by giving 14 days' notice to the last day of the month.

1.3. The Processor shall carry out the processing of personal data described in Annex 1 on behalf of the Controller under the Main Agreement concluded between the Parties for using the Repliant.ai services (hereinafter the "Main Agreement").

## 2. Place of Processing

2.1. The Data Processing shall take place in a member state of the European Union or another contracting state of the Agreement on the European Economic Area unless otherwise agreed between the Parties. The Data Processing by the sub-processors named in Annex 1 shall be deemed approved at the locations named in Annex 1.

2.2. Any transfer of Data Processing to a third country requires the prior consent of the Controller and may only occur if the requirements of Art 44 et seq GDPR are met.

## 3. Obligations of the Processor

3.1. The Processor undertakes to carry out Data Processing exclusively based on documented instructions from the Controller. If the Processor considers an instruction of the Controller to be unlawful, the Processor shall be entitled to suspend the implementation of the relevant instruction until it is confirmed or amended by the Controller.

3.2. The Processor shall treat confidentially any personal data it becomes aware of in connection with the Data Processing. The Processor shall impose a confidentiality obligation on all persons authorized by it to process the data, unless they are already subject to a statutory duty of confidentiality. The obligation of confidentiality and non-disclosure shall continue after termination of this DPA.

3.3. The Processor shall take all necessary technical and organizational measures within the meaning of Art. 32 of the GDPR to ensure a level of protection appropriate to the risk regarding confidentiality, integrity, availability, and resilience of systems. These measures include ensuring the security of data processed by Supabase, Vercel, and Sendgrid.

3.4. The Processor shall, where possible, support the Controller with appropriate technical and organizational measures to enable the Controller to comply with the data subject rights under Chapter III of the GDPR within the legal time limits and shall provide the Controller with the necessary information to do so upon the Controller's request, provided that the Processor has such information. If a subject submits a request to the Processor to exercise the data subject rights, the Processor shall be obliged to forward the request to the Controller if the request relates to Data Processing by the Controller.

3.5. The Processor shall support the Controller in performing the obligations incumbent upon the Controller pursuant to Art. 32 to 36 of the GDPR, including the implementation of security measures, the notification of data protection breaches, and, where applicable, the preparation of a data protection impact assessment.

3.6. The Processor shall delete the personal data of the Data Processing after the expiry of the retention periods provided for in the Main Agreement and/or without delay at the request of the Controller. If the Controller expressly requests this, the personal data shall be returned to the Party. Statutory retention periods remain unaffected by this.

3.7. The Processor is obliged to provide the Controller with information at the latter's request to demonstrate compliance with the obligations pursuant to Art. 28 of the GDPR. The Processor shall support the Controller in verifying the Data Processing and shall grant the Controller access to the documents and technical systems necessary for verifying the Data Processing in accordance with Section 5 of this DPA.

3.8. To the extent permitted by law, the Processor shall inform the Controller about control actions and measures taken by the supervisory authorities insofar as they relate to the Controller's Data Processing operations.

## 4. Sub-Processor

4.1. The Controller expressly authorizes the use of the services of sub-processors by the Processor in performing the Data Processing operations. The sub-processors listed in Annex 1 shall be deemed approved at the time of contract conclusion.

4.2. The Processor shall inform the Controller of any intended change regarding the use or replacement of a sub-processor. The Controller may object to the intended change in writing by email to [office@repliant.ai](mailto:office@repliant.ai) within 30 working days from the date of notification. In case of timely objection, the Processor shall not be entitled to use the services of the rejected sub-processor in the Data Processing operations. If no objection is raised by the Controller within the aforementioned period, the intended change shall be deemed approved by the Controller.

4.3. If the Processor uses a sub-processor, it shall be obliged to conclude an agreement with the sub-processor within the meaning of Art. 28(4) of the GDPR. In this agreement, it

must be ensured that the sub-processor enters into the same obligations that apply to the contractor based on this DPA.

## 5. Rights of Control and Inspection

5.1. The Controller has the right, in agreement with the Processor, to carry out audits on Data Processing or to have them carried out by auditors to be named in individual cases. Unless otherwise indicated for urgent reasons to be documented by the Controller, inspections shall take place after reasonable advance notice and during the Processor's business hours, and not more frequently than every twelve months. Insofar as the Processor provides evidence of the correct implementation of the agreed data protection obligations of this DPA, checks shall be limited to random samples.

5.2. The internal costs incurred by the Processor for a yearly audit and inspection to a reasonable extent shall be borne by the Processor. If the internal costs incurred by the Processor for the yearly audit and inspection exceed a reasonable extent or if additional audits and inspections are requested beyond the yearly audit and inspection per calendar year, the Processor shall inform the Controller accordingly and provide a cost estimate for these services. These services exceeding the reasonable extent of the appropriate scope will be provided by the Processor on the basis of the cost estimate after being commissioned by the Controller. The reasonable extent of the scope of the annual review and inspection is determined by the Processor. In addition, the Controller shall bear his own costs and all costs in connection with the commissioning of external auditors.

## 6. Remuneration

The Processor assists in complying with the Controller's obligations under data protection law to a reasonable extent without additional costs. If the requested assistance in complying with the Controller's data protection obligations exceeds the reasonable extent, the Processor shall inform the Controller accordingly and provide a cost estimate for these services. These services exceeding the reasonable extent of the appropriate scope will be provided by the Processor on the basis of the cost estimate after being commissioned by the Controller. The reasonable extent of the scope of the annual review and inspection is determined by the Processor.

## 7. Term

The term of this DPA corresponds to the term of the Main Agreement plus the retention period provided for therein.

## 8. Final Provisions

8.1. The law of the Main Agreement is applicable to this DPA.

8.2. Should individual provisions of this DPA be or become invalid, this shall not affect the remaining content of the DPA. The invalid provision shall be replaced by a valid provision

that is legally valid and comes as close as possible to the economic intent of the Parties. The same shall apply in the event of a loophole in the contract.

## **Annex 1 - Description of Data Processing**

### **1. Subject of the Data Processing:**

- Operation of a social media management tool that allows the client to manage comments on Facebook and Instagram, analyze sentiment, and automate replies.

### **2. Duration of Data Processing:**

- During the term of the Main Agreement and the retention periods provided for therein.

### **3. Nature and Purpose of the Data Processing:**

- Data from social media networks is imported into the tool operated by the Processor via interfaces provided by the networks. The purpose is to manage social media interactions, plan, and publish content, and centralize all social media communication.

### **4. Categories of Personal Data:**

- First and last name, user IDs, profile URLs, profile pictures, website URLs, timestamps, posting IDs, posted texts, pictures, videos, links, comments, ratings, private messages, other attachments, and metadata of social media content.

### **5. Categories of Data Subjects:**

- Users of the social media platforms used.

### **6. Authorized Sub-Processors:**

- Hosting and database: Supabase (AWS data centers in Frankfurt)
- Hosting: Vercel (EU data center in Frankfurt)
- Email: Sendgrid (EU data centers)

For more detailed information on the technical and organizational measures, please visit the [Repliant Terms of Service](#).