

## DATA PROCESSING ADDENDUM

AI Voice Agent Service – Version 1.0, March 14, 2026

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This Data Processing Addendum ("DPA") is entered into between **Mixvoip S.A.** and its affiliates (collectively "Mixvoip") and the **Customer** as part of the agreement for the provision of the **Mixvoip AI Voice Agent Service**. This DPA is incorporated by reference into the Agreement and governs compliance with: EU Regulation 2016/679 (GDPR), EU Regulation 2023/2854 (EU Data Act), EU AI Act, and applicable national data protection laws.

### 1 ROLES AND RESPONSIBILITIES

1.1 The **Customer** acts as the **Data Controller**. 1.2 **Mixvoip** acts as the **Data Processor**.

### 2 SUBJECT MATTER, NATURE, AND PURPOSE OF PROCESSING

2.1 **Subject Matter:** Provision of the Mixvoip AI Voice Agent Service, an orchestration platform for creating and managing AI-powered telephone agents. 2.2 **Nature:** Real-time analysis of conversations, automatic speech recognition (STT), response generation (TTS), storage of call recordings, and management of customer data. 2.3 **Purpose:** To enable the Customer to automate telephone communication with its own customers and prospects.

### 3 DURATION

3.1 This DPA is effective for the duration of the main agreement for the AI Voice Agent Service.

### 4 SUB-PROCESSING

4.1 An up-to-date list of all sub-processors is maintained at [www.mixvoip.com/legal/gdpr/](http://www.mixvoip.com/legal/gdpr/). Mixvoip shall inform the Customer of any intended changes, giving the Customer the opportunity to object.

### 5 COMPLIANCE WITH THE EU DATA ACT

5.1 **Data Access & Portability (Art. 4 & 25):** The Customer has the right to access all data generated through the use of the service. Upon request, Mixvoip will provide a complete export in a machine-readable format (e.g., JSON, CSV).

5.2 **Provider Switching (Art. 29):** The Customer may switch at any time. Mixvoip will provide all necessary technical assistance free of charge for 30 days following contract

termination. No fees will be charged for the switching process or data export.

### 6 AI GOVERNANCE AND TRANSPARENCY (ISO 42001 & EU AI ACT)

6.1 The AI Voice Agent Service is managed within Mixvoip's AI Management System (AIMS), governed by ISO 42001. 6.2 **Supplier Due Diligence:** The underlying technology provider has undergone a thorough due diligence process. 6.3 **Risk Management:** All risks are managed in our AI Risk Register. 6.4 **Transparency:** In accordance with Art. 50 EU AI Act, all interactions with the AI Voice Agent are clearly identified as such to the end-user.

### 7 LEGAL FRAMEWORK

7.1 This DPA is governed by the laws of the Grand Duchy of Luxembourg. 7.2 The exclusive place of jurisdiction is Luxembourg City.

### APPENDIX A: DESCRIPTION OF THE DATA

**Types of Personal Data:** Account information, call and conversation data (audio, transcript), CRM & campaign data, configuration data, technical data, payment information, communication data, log data.

**Categories of Data Subjects:** Employees of the Customer, customers and prospects of the Customer (callers), and any third parties mentioned in conversations.

### APPENDIX B: TECHNICAL AND ORGANISATIONAL MEASURES (TOMs)

Mixvoip and its sub-processors have implemented comprehensive TOMs based on Mixvoip's ISO 27001 certification:

**Confidentiality:** ISO 27001 certified data centers, role-based access controls, encryption (AES-256 / TLS 1.2+). **Integrity:** Audit logs, versioning, secure transfer protocols. **Availability:** Regular backups, redundant system design, disaster recovery plans. **AI-specific:** No customer data used for training third-party models; encrypted telephony infrastructure (TLS/SRTP).

### 8 LANGUAGE DISCREPANCY

8.1 In the event of a discrepancy between the English language version and any other language version of this DPA, the English version shall prevail.