# Data Processing Agreement

Template for Agency-plan customers · pursuant to Art. 28 of Regulation (EU) 2016/679 (GDPR)

## Parties

**CONTROLLER (THE CLIENT)**

Company name: _____

Registration no. / VAT ID: _____

Registered address: _____

Contact email: _____

**PROCESSOR**

S.C. Metis IT&Software S.R.L.

CUI RO46338515 · Reg. Com. J2022000382407

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This Data Processing Agreement (“DPA”) forms part of the agreement between the Controller and the Processor for the provision of the AI visibility monitoring service (the “Service”) and applies where the Processor processes personal data on behalf of the Controller.

## 1. Subject matter and duration

The Processor processes personal data on behalf of the Controller for the purpose of providing the Service: monitoring how third-party AI assistants mention brands designated by the Controller, storing the resulting answers, computing visibility metrics and generating reports. This DPA applies for as long as the Processor processes personal data on behalf of the Controller under the Service agreement.

## 2. Nature and purpose of processing

Collection, storage, structuring, analysis and deletion of data submitted by the Controller (brand and competitor details, question panels) and of answers generated by third-party AI models, in order to produce visibility reports for the Controller and its clients.

## 3. Categories of data and data subjects

The data processed is predominantly public company data (brand names, domains, business categories, markets). Personal data is limited to: contact data of the Controller's users (email addresses), and any personal data incidentally contained in publicly sourced AI answers. Data subjects: the Controller's users and, incidentally, natural persons mentioned in public sources.

## 4. Obligations of the Processor (Art. 28(3) GDPR)

The Processor shall:

- process personal data only on the documented instructions of the Controller, including with regard to transfers to third countries, unless required to do so by Union or Member State law (Art. 28(3)(a));
- ensure that persons authorised to process the personal data have committed themselves to confidentiality (Art. 28(3)(b));
- implement appropriate technical and organisational measures pursuant to Art. 32 GDPR (Art. 28(3)(c));
- respect the conditions of Art. 28(2) and 28(4) GDPR for engaging another processor; the sub-processors listed in Annex 1 are approved at signature, and the Processor shall inform the Controller of intended changes, giving the Controller the opportunity to object (Art. 28(3)(d));
- taking into account the nature of the processing, assist the Controller with appropriate technical and organisational measures in responding to requests for exercising data subject rights (Art. 28(3)(e));
- assist the Controller in ensuring compliance with the obligations pursuant to Arts. 32 to 36 GDPR, including notification of personal data breaches without undue delay (Art. 28(3)(f));
- at the choice of the Controller, delete or return all personal data after the end of the provision of services, and delete existing copies unless storage is required by law (Art. 28(3)(g));
- make available to the Controller all information necessary to demonstrate compliance with Art. 28 GDPR and allow for and contribute to audits conducted by the Controller or an auditor mandated by the Controller (Art. 28(3)(h)).

## 5. Obligations of the Controller

The Controller warrants that it has a lawful basis for the processing instructed under this DPA, that its instructions comply with applicable law, and that it will not instruct the Processor to process special categories of personal data through the Service.

## 6. International transfers

Approved sub-processors may process data outside the EEA. Such transfers rely on an adequacy decision (including the EU-US Data Privacy Framework where applicable) or on Standard Contractual Clauses concluded between the Processor and the sub-processor.

## 7. Retention and deletion

Stored AI answers are retained for a maximum of 12 months and then deleted automatically. Upon termination of the Service agreement or deletion of the Controller's account, brands, prompts and reports are deleted within 30 days, subject to statutory retention obligations.

## 8. Governing law

This DPA is governed by the laws of Romania. This template is provided in English; the signed English version prevails over any translation.

## Annex 1 — Approved sub-processors

The following sub-processors are approved as of the date of signature:

- Supabase — database and file storage (EU region)
- Vercel — application hosting and delivery
- OpenAI — AI model queries (scan answers)
- Anthropic — AI model queries (scan answers and analysis)
- Perplexity — AI model queries (scan answers)
- Stripe — payments, invoicing and VAT
- ZeptoMail (Zoho) — transactional email
- Cloudflare — bot protection (Turnstile)
- Inngest — background job orchestration

## Annex 2 — Technical and organisational measures (summary)

- Application-level workspace isolation with verified membership checks on every business query.
- Encryption in transit (TLS) for all connections; encryption at rest for the database and file storage.
- Passwordless authentication via expiring single-use magic links; rate limiting on all public endpoints.
- Access to production systems restricted to authorised personnel; audit trail of key business events.
- Automatic purge of stored AI answers after 12 months; account deletion pipeline within 30 days.

## Signatures

**FOR THE CONTROLLER**

Name:

_____

Title:

_____

Date:

_____

_____

Signature

**FOR THE PROCESSOR**

S.C. Metis IT&Software S.R.L.

Name:

_____

Date:

_____

_____

Signature