

Data Processing Agreement

In accordance with Article 28 of Regulation (EU) 2016/679

This Agreement governs the processing of personal data carried out by **H2V SAS**, acting as Processor, on behalf of the Customer, acting as Controller, in connection with the **EnClair** service.

Version: v1.1 — 9 May 2026

Recitals

H2V SAS, a French simplified joint-stock company (*société par actions simplifiée*) registered with the French Trade and Companies Register under SIREN number 889 802 237, with its registered office at 10 Allée des Boutons d’Or, 78180 Montigny-le-Bretonneux, France (the “**Processor**”), publishes and operates the “**EnClair**” service, a platform for the automated summarisation of audio and video content using artificial intelligence.

Any legal entity that subscribes to the Service from the Processor (the “**Customer**”) shall do so on the terms set out in the SaaS services agreement entered into between the Parties (the “**Main Agreement**”).

In the context of this service, the Processor processes personal data on behalf of the Customer. The Parties intend to govern such processing through this agreement (the “**DPA**”), in accordance with Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “**GDPR**”).

This DPA is annexed to and forms an integral part of the Main Agreement. In the event of any conflict between this DPA and the Main Agreement with respect to the protection of personal data, this DPA shall prevail.

Article 1. Definitions

Capitalised terms used in this DPA have the meaning given to them below or, failing that, the meaning given to them by the GDPR.

- **Customer**: any legal entity that subscribes to the Service from the Processor under the Main Agreement. For the purposes of this DPA, the Customer acts as Controller.
- **Personal Data**: any information relating to an identified or identifiable natural person, within the meaning of Article 4(1) of the GDPR.
- **Processing**: any operation or set of operations performed on personal data, within the meaning of Article 4(2) of the GDPR.
- **Controller**: the legal entity that determines the purposes and means of the Processing, within the meaning of Article 4(7) of the GDPR. For the purposes of this DPA, the Controller is the Customer.
- **Processor**: the legal entity that processes personal data on behalf of the Controller, within the meaning of Article 4(8) of the GDPR. For the purposes of this DPA, the Processor is H2V SAS.
- **Sub-processor**: any legal entity engaged by the Processor to carry out, in whole or in part, processing operations performed on behalf of the Controller.
- **Data Subject**: the natural person to whom the Personal Data relates.
- **Personal Data Breach**: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data, within the meaning of Article 4(12) of the GDPR.
- **Service**: the EnClair platform published by the Processor, as described in the Main Agreement and associated documentation.
- **Platform**: the web interface and technical infrastructure that constitute the Service.
- **Customer Content**: the audio and video files uploaded by the Customer or by authorised users via the Service, together with the summaries generated from those files.

- **Parties:** collectively, the Processor and the Customer.

Article 2. Subject matter and duration

This DPA sets out the conditions under which the Processor processes Personal Data on behalf of the Customer in connection with the performance of the Main Agreement.

It shall take effect on the date the Customer subscribes to the Main Agreement and shall remain in force throughout the term of the Main Agreement.

Article 3. Nature and purpose of the processing

The Processing consists of the automated summarisation, by means of artificial intelligence, of audio and video content uploaded by the Customer or by users authorised by the Customer, in accordance with the parameters selected by the Customer in the Service interface, including:

- the artificial intelligence model selected (Claude Opus 4.7, Claude Sonnet 4.6 or ChatGPT 5.4);
- the type of summary requested;
- the desired length of the summary.

The Processor shall not process Personal Data for any purpose other than the one defined in this Article.

Article 4. Categories of data and Data Subjects

4.1 Categories of Personal Data

- audio and video content uploaded by the Customer, which may contain Personal Data depending on the recorded content;
- account metadata: email address, name (optional), team affiliation, role;
- content of the summaries generated by the Service;
- technical logs: IP address, user agent, timestamps of connections and operations.

4.2 Categories of Data Subjects

- users authorised by the Customer, whether employees of the Customer or contractors acting under its mandate;
- any natural person appearing in the audio or video content uploaded.

Article 5. Obligations of the Customer

The Customer shall:

- determine the purposes and means of the Processing carried out via the Service;
- ensure that it has the legal bases required for uploading Customer Content, including, where applicable, the consent of recorded participants or any other legal basis provided for in Article 6 of the GDPR applicable to the context;
- maintain the record of processing activities provided for in Article 30 of the GDPR;
- inform Data Subjects in accordance with Articles 13 and 14 of the GDPR;

- ensure the accuracy of the information relating to the user accounts it creates and maintains on the Platform.

Article 6. Obligations of the Processor

6.1 Documented instructions

The Processor shall process Personal Data only on the documented instructions of the Customer, save where required to do so by Union or Member State law to which it is subject. In such a case, the Processor shall inform the Customer of that legal requirement before Processing, unless the law concerned prohibits such information on important grounds of public interest.

The parameters selected by the Customer in the Service interface, together with the provisions of the Main Agreement and of this DPA, shall constitute the documented instructions within the meaning of this Article.

6.2 Confidentiality

The Processor shall ensure that persons authorised to process Personal Data have given a personal and written undertaking of confidentiality or are subject to an appropriate statutory obligation of confidentiality.

6.3 Security measures

The Processor shall implement the appropriate technical and organisational measures described in Annex 2 in order to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR.

6.4 Sub-processors

The Processor is authorised to engage the Sub-processors listed in Annex 3.

Any change to that list, whether by way of addition or replacement of a Sub-processor, shall be notified to the Customer with thirty (30) days' prior notice, during which period the Customer may object to the change on reasonable grounds related to the protection of Personal Data.

The Processor shall impose on each Sub-processor, by contract, data protection obligations equivalent to those set out in this DPA.

6.5 Assistance to the Customer

The Processor shall assist the Customer as follows:

- (a) it shall respond to requests for the exercise of Data Subject rights (right of access, rectification, erasure, objection, restriction and portability) forwarded to it by the Customer, within five (5) business days from receipt of the request;
- (b) it shall assist the Customer in carrying out, where applicable, a data protection impact assessment (DPIA) within the meaning of Articles 35 and 36 of the GDPR, upon reasonable request and within the limits of the information available to it;
- (c) it shall cooperate with the Customer in the event of a Personal Data Breach, in the conditions set out in Article 8 of this DPA.

6.6 Return or deletion of data

Upon termination of the Main Agreement, for any reason whatsoever, the Processor shall, at the Customer's choice, delete or return all Personal Data processed on behalf of the Customer, within thirty (30) days.

Transient Customer Content (uploaded audio and video files together with the generated summaries) shall in any event be deleted by default within twenty-four (24) hours of being processed, in accordance with Annex 2.

The Processor shall retain Personal Data beyond that period only insofar as Union or Member State law requires it to do so.

6.7 Audit rights

The Customer may, once per year and in the event of an incident affecting the security of Personal Data, conduct an audit to verify the Processor's compliance with the obligations under this DPA.

The audit shall be conducted with reasonable prior notice of thirty (30) days, at the Customer's expense, in conditions that do not impede the normal operation of the Service. In lieu of an on-site audit, the Processor may provide audit reports prepared by an independent third party where such reports demonstrate the audited compliance.

Article 7. International data transfers

Some of the Sub-processors listed in Annex 3 process Personal Data from the United States of America. Such transfers are governed by the Standard Contractual Clauses adopted by the European Commission in its Implementing Decision (EU) 2021/914 of 4 June 2021, incorporated by reference in Annex 4 and signed with the relevant Sub-processors.

Where a Sub-processor is certified under the EU–U.S. Data Privacy Framework, that transfer mechanism shall also apply.

Cloudflare, Inc. processes Personal Data by default from within the European Union, in accordance with the Service configuration.

As Mistral AI SAS is established in France, the processing entrusted to it does not give rise to any transfer outside the European Union and does not require Standard Contractual Clauses.

Article 8. Notification of personal data breaches

In the event of a Personal Data Breach affecting Personal Data processed on behalf of the Customer, the Processor shall notify the Customer within seventy-two (72) hours after becoming aware of the breach, in accordance with Article 33 of the GDPR.

The notification shall set out, in particular:

- the nature of the breach and, where possible, the categories and approximate number of Data Subjects and records concerned;
- the likely consequences of the breach;
- the measures taken or proposed to address the breach and, where appropriate, mitigate its adverse effects;
- the name and contact details of the contact point from whom further information may be obtained.

Where it is not possible to provide all the required information at the same time, the information may be provided in phases without undue delay.

Article 9. Liability

Each Party shall be liable to the other for any breach of its respective obligations under this DPA.

The Processor's liability under this DPA shall be governed by and capped in accordance with the provisions of the Main Agreement, within the limits permitted by applicable law and without prejudice to the mandatory provisions of the GDPR concerning compensation of Data Subjects.

Article 10. Term, termination and fate of the data

This DPA shall come into force on the date the Customer subscribes to the Main Agreement and shall terminate automatically upon termination of the Main Agreement, for any reason whatsoever.

Upon termination of the DPA, Article 6.6 of this DPA shall apply to the fate of the Personal Data.

Article 11. Governing law and jurisdiction

This DPA shall be governed by French law.

Any dispute arising out of or in connection with its formation, interpretation, performance or termination, which cannot be settled amicably, shall fall within the exclusive jurisdiction of the courts within the jurisdiction of the Versailles Court of Appeal, subject to mandatory provisions applicable, where relevant, to consumers.

Annex 1. Description of the processing

Item	Description
Purpose of the processing	Automated summarisation by artificial intelligence of audio and video content uploaded by the Customer, in accordance with the parameters defined by the Customer (AI model, type of summary, length).
Categories of Personal Data	Audio and video content uploaded; account metadata (email address, optional name, team, role); content of the summaries generated; technical logs (IP address, user agent, timestamps).
Categories of Data Subjects	Users authorised by the Customer; natural persons appearing in the audio or video content uploaded.
Retention period	Customer Content (audio, video, summaries): twenty-four (24) hours from processing, then permanently deleted. Account metadata: term of the Main Agreement. Technical logs: twelve (12) months.
Place of processing	European Union by default (Cloudflare infrastructure). Occasional transfers to the United States to the Sub-processors listed in Annex 3, governed by the Standard Contractual Clauses.
Identity of the Controller	The Customer, as identified in the Main Agreement subscribed to by it from the Processor.
Identity of the Processor	H2V SAS, SIREN 889 802 237, 10 Allée des Boutons d'Or, 78180 Montigny-le-Bretonneux, France. Data Protection Officer: dpo@enclair.ai.

Annex 2. Technical and organisational measures

The Processor implements the following technical and organisational measures, in accordance with Article 32 of the GDPR.

2.1 Encryption

- encryption of data in transit using the TLS 1.3 protocol;
- encryption of data at rest using the AES-256 algorithm.

2.2 Authentication

- passwordless authentication via a magic link sent to the email address associated with the account;
- each link is single-use and expires after fifteen (15) minutes.

2.3 Hosting

- hosting by default within the European Union, on the infrastructure of Cloudflare, Inc.

2.4 Retention and deletion

- automatic deletion of Customer Content (audio, video, summaries) within twenty-four (24) hours of being processed;
- deletion or return of Personal Data upon termination of the Main Agreement, in accordance with Article 6.6 of the DPA.

2.5 No-training commitment

- Customer Content shall not, under any circumstances, be used for the training, retraining or fine-tuning of artificial intelligence models, whether by the Processor or by Sub-processors.

2.6 Logging and traceability

- retention of technical logs for twelve (12) months;
- traceability of access by engineering personnel based on a role and privilege matrix.

2.7 Business continuity

- encrypted backups of the data necessary for the operation of the Service;
- documented business continuity plan, kept up to date.

2.8 Access management

- application of the principle of least privilege;
- quarterly review of personnel access rights.

2.9 Security tests and reviews

- periodic security review of the technical components of the Service.

Annex 3. List of sub-processors

As at the date of adoption of this DPA, the Processor engages the following Sub-processors:

Name	Service provided	Place of processing	Transfer safeguard
Cloudflare, Inc.	Hosting, edge infrastructure, content delivery network (CDN)	European Union by default	Not applicable (processing carried out within the European Union)
Stripe, Inc.	Payment processing	United States of America	Standard Contractual Clauses (Decision (EU) 2021/914) and EU–U.S. Data Privacy Framework certification
Anthropic, PBC	Artificial intelligence models (Claude Opus 4.7, Claude Sonnet 4.6)	United States of America	Standard Contractual Clauses (Decision (EU) 2021/914)
OpenAI OpCo, LLC	Artificial intelligence models (ChatGPT 5.4)	United States of America	Standard Contractual Clauses (Decision (EU) 2021/914)
Mistral AI SAS	Artificial intelligence models (Mistral)	France (European Union)	Not applicable (processing carried out within the European Union)

Annex 4. Standard Contractual Clauses

Transfers of Personal Data to Sub-processors established outside the European Economic Area are governed by the Standard Contractual Clauses adopted by the European Commission in its Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679.

Module 3 (processor-to-processor transfer) applies to transfers to the artificial intelligence model providers listed in Annex 3.

The full text of the Standard Contractual Clauses is published in the Official Journal of the European Union. A copy is available on request from the Processor at: **dpo@enclair.ai**.