

## **DATA PROCESSING AGREEMENT (DPA)**

This Data Processing Agreement (“Agreement”) is entered into as of the effective date of the applicable agreement (“Effective Date”) by and between:

- TrailAI L.P, a company incorporated and registered in Athens (Greece) with its registered office in Athens, Greece (“Data Processor”),
- and the entity or individual that is using TrailAI’s services (“Data Controller”).

This Agreement sets forth the terms and conditions under which TrailAi, as the Data Processor, will process personal data on behalf of the Data Controller in compliance with applicable data protection laws.

### **1. DEFINITIONS**

1.1. “Personal Data” means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.

1.2. “Processing” means any operation performed on Personal Data, including collection, storage, modification, disclosure, and deletion.

1.3. “Applicable Data Protection Laws” means all data protection and privacy laws applicable to the processing of Personal Data, including but not limited to the General Data Protection Regulation (GDPR) (EU 2016/679).

1.4. “Data Subject” means the identified or identifiable person whose Personal Data is being processed.

1.5. “Supervisory Authority” means an independent public authority responsible for monitoring the application of data protection laws.

### **2. PROCESSING OF PERSONAL DATA**

#### **2.1. Scope of Processing**

The Data Processor will process Personal Data solely for the purposes of providing the TrailAIServices, including:

- Managing user accounts, chatbox interactions, and support requests,
- Processing data required for system improvements and AI optimizations,
- Performing security and troubleshooting operations.

## 2.2. Types of Personal Data Processed

The Personal Data processed may include, but is not limited to:

- Name, email address, username, password, corporate details, VAT number, and profile details,
- Messages, inquiries, and uploaded content via the chatbox,
- IP address, device data, and browsing activities.

## 2.3. Categories of Data Subjects

The Data Processor will process Personal Data relating to:

- Users of the TrailAi Services, including employees and authorized personnel of the Data Controller.

# 3. OBLIGATIONS OF THE DATA PROCESSOR

## 3.1. Compliance with Laws

The Data Processor shall comply with all applicable data protection laws and regulations while processing Personal Data.

## 3.2. Confidentiality

All Personal Data processed by the Data Processor shall remain confidential, and only authorized personnel shall have access to it.

## 3.3. Sub-Processors

The Data Processor may engage sub-processors (e.g., Microsoft for cloud hosting services) but shall ensure that they comply with the same data protection obligations set forth in this Agreement.

## 3.4. Security Measures

The Data Processor shall implement appropriate technical and organizational security measures to protect Personal Data against unauthorized access, loss, destruction, or alteration.

# 4. OBLIGATIONS OF THE DATA CONTROLLER

## 4.1. Lawful Processing

The Data Controller is responsible for ensuring that Personal Data is collected and processed in compliance with applicable data protection laws.

## 4.2. User Consent

The Data Controller must obtain all necessary consents from Data Subjects before submitting Personal Data to the Data Processor.

## 4.3. Accuracy of Data

The Data Controller shall ensure that all Personal Data provided to the Data Processor is accurate and up to date.

# 5. DATA TRANSFERS

### 5.1. Data Storage and Processing Locations

Personal Data will be stored and processed in Microsoft data centers in West Europe, North Europe, and Greece. In some cases, limited data access may occur in Greece for debugging or maintenance purposes.

### 5.2. International Transfers

If Personal Data is transferred outside the European Economic Area (EEA), the Data Processor shall implement appropriate safeguards, such as Standard Contractual Clauses (SCCs), to ensure adequate protection.

## **6. DATA SUBJECT RIGHTS**

### 6.1. Rights of Data Subjects

The Data Processor shall assist the Data Controller in responding to requests from Data Subjects regarding:

- Access, correction, and deletion of their Personal Data,
- Restriction or objection to processing,
- Data portability requests.

### 6.2. Data Breach Notification

In the event of a Personal Data Breach, the Data Processor shall notify the Data Controller without undue delay and provide details regarding the nature and scope of the breach.

## **7. TERM AND TERMINATION**

### 7.1. Term

This Agreement shall remain in effect for as long as the Data Processor processes Personal Data on behalf of the Data Controller.

### 7.2. Termination

Upon termination of this Agreement, the Data Processor shall delete or return all Personal Data to the Data Controller, unless retention is required by law.

## **8. GOVERNING LAW AND DISPUTE RESOLUTION**

### 8.1. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Greece.

### 8.2. Dispute Resolution

- For disputes within Greece: The courts of Athens shall have exclusive jurisdiction.
- For international disputes: Parties agree to resolve disputes through mediation or arbitration, unless otherwise required by law.

## **9. MISCELLANEOUS**

### **9.1. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any prior discussions or agreements relating to data processing.

### **9.2. Amendments**

Any modifications to this Agreement must be made in writing and agreed upon by both parties.

### **9.3. Severability**

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