

Data processing agreement (DPA)

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DATA PROCESSING AGREEMENT

(Data **Processing** Agreement — Distributors and Integrators of the **Manivox** platform)

Concluded between:

MANIFONE, a simplified joint-stock company with a share capital of €100,000.00, registered with the Vannes Trade and Companies Register under number 492 486 014 (VAT FR32 492 486 014), whose registered office is located at 10, rue Henri Becquerel, PIBS – Bâtiment Irus, 56000 Vannes, operating its AI voice agent business under the trade name "Manivox", represented by Lounis Goudjil, President, duly authorised (hereinafter "Manifone" or the "Processor")

AND

[distributeur.raison_sociale], [distributeur.forme_juridique], with a share capital of [distributeur.capital] €, registered with the RCS of [distributeur.rcs_ville] under number [distributeur.rcs_numero], whose registered office is located at [distributeur.adresse], represented by [distributeur.representant_nom], [distributeur.representant_qualite], duly authorized (hereinafter the "Distributor")

*Standalone document referenced by the General Terms of Use of the platform **Manivox** ("T&Cs"), accessible by link from the Console — Version 1.1 of the 27/10/2026*

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0. Preamble

This Data Processing Agreement (the "DPA") is intended to govern, in accordance with Article 28 of Regulation (EU) 2016/679 of 27 April 2016 ("GDPR"), the conditions under which Manifone processes, on behalf of the Distributor, personal data in the context of the provision by the latter of intelligent voice agent solutions to its own clients (the "End Clients").

“Manivox” refers both to the commercial brand and the business unit of Manifone dedicated to AI voice agents, as well as the eponymous software platform made available to the Distributor for the creation and operation of its voice agents. This DPA uses “Manifone” or the “Processor” to designate the company itself in the exercise of its rights and obligations, and “Manivox” to designate the brand, the

Service, or the platform.

The Distributor fully designs and operates the voice agents provided to its End Clients (conversational flow, script, agent name, choice of language model(s) used, documents and sources of the knowledge base, connectors and tools made available), on a technical infrastructure provided by Manifone including the speech recognition components (“STT”), speech synthesis (“TTS”), hosting and telephony, as well as, depending on the options chosen by the Distributor, language models (“LLM”) self-hosted by Manifone, a knowledge base (“RAG”), connectors to business tools, AI assistance functions, and a client portal. The Distributor may also connect its own models, knowledge bases, and third-party tools (“BYOK” mode). The Distributor markets the Service either under the Manivox brand or under its own brand (white label), according to the regime chosen in Article 4.

This DPA supplements the contract concluded between Manifone and the Distributor for access to the Manivox platform, consisting of the Order, the General Terms of Use, and their appendices (hereinafter the “Framework Agreement”), and forms an integral part thereof. It constitutes a standalone document, accessible by link from the Console and from the GTU. In case of contradiction, its provisions prevail over those of the Framework Agreement for any matter relating to the processing of personal data, in accordance with Article 2 of the GTU. It is concluded by adhesion according to the terms specified in Article 26. This DPA uses vocabulary specific to data processing; the correspondence with the defined terms of the GTU appears in Article 1.2.

1. Definitions and correspondence with the GTU

1.1 Definitions

Term	Definition
Manifone	The company Manifone S.A.S. (the “Provider” within the meaning of the GTU), signatory of this DPA, hereinafter also referred to as the “Processor”, operating its AI voice agent business under the commercial brand “Manivox”.
Manivox	Means, depending on the context, the trade name of Manifone for its AI voice agent activity, and/or the eponymous software platform made available to the Distributor. Does not designate Manifone itself.
End Client	Legal entity (or, where applicable, natural person) having subscribed to a voice agent service based on the Manivox platform with the Distributor, holding an isolated account on the platform. The End Client is, as a rule, the Controller of the Data.
Data Subjects	The natural persons whose Data are processed: callers and end users of the voice agents, contacts appearing in the business tools and connected sources, persons mentioned in the indexed documents, users of the Client Portal, and, where applicable, employees or representatives of the End Client and the Distributor.

Term	Definition
Data	Any personal data within the meaning of Article 4.1 of the GDPR processed in the context of the Service, including in particular audio recordings, transcriptions, call summaries, call metadata, Variables, tool call logs, indexed documents, and Client Portal account data.
Sensitive Data	The special categories of data referred to in Article 9 of the GDPR (notably health data) and data relating to criminal convictions and offences referred to in Article 10 of the GDPR.
Service	The AI voice agent solution provided by Manifone and distributed by the Distributor, under the Manivox brand or under its own brand according to the chosen Brand Regime.
Brand Regime	The marketing method chosen by the Distributor in accordance with Article 4: distribution under the Manivox brand (Option 1) or white label (Option 2).
Sub-processor	Any third party engaged by Manifone for all or part of the processing of the Data on behalf of the Distributor.
LLM	Large Language Model used for the conversational processing of the voice agent or for AI assistance functions. For voice agents, the LLM is either self-hosted by Manifone or connected by the Distributor in BYOK mode (see Article 10).
BYOK	"Bring Your Own Key": connection mode in which the Distributor connects to the platform an LLM, a knowledge base, a chatbot, a web service, an MCP server, or any other third-party tool by means of its own contract and its own access, independently of Manifone.
Connector	Integration allowing a voice agent to read or write data in a third-party business tool (CRM, calendar, messaging, ticketing, etc.), via the third-party integration platform operated by Manifone (identified in Annex 2a and in the Register of Processors) or via a web service configured by the Distributor.
Client Portal	The separate dashboard, hosted by Manifone on the manivox.ai domain, in which designated users of an End Client log in to view the agents, calls, recordings, transcriptions, connections, and statistics of their own account only.
Copilot	Optional agent design assistance feature, available as standard and involving the transmission of content only in case of actual use, based on a third-party LLM identified in Annex 2a and in the Register of Processors (see Article 11.4).
KB Doctor	Knowledge base quality analysis feature, based on a self-hosted LLM by Manifone (see Article 11.4).
Personal Data Breach	Security breach resulting in the destruction, loss, alteration, disclosure, or unauthorized access to Data, within the meaning of Article 4.12 of the GDPR.
Framework Agreement	The "Contract" as defined in the T&Cs: the whole formed by the Order accepted by the Distributor, the General Terms and Conditions of Use of the Manivox platform and their annexes.

Term	Definition
Order	The order form, document, or subscription summary accepted by the Distributor, as defined in the T&Cs, which identifies the Parties, the Brand Regime, where applicable the agreed retention periods, and the effective date. The platform's capabilities (Client Portal, BYOK, Storage at the Client, Connectors, Copilot) are available as standard; their implementation is configured in the Console, which constitutes documented instructions (Article 6).
Console	The management and supervision interface made available to the Distributor, as defined in the T&Cs.
Storage at the Client	Option implemented by configuring the account in the Console, whereby audio recordings are written directly to the object storage infrastructure designated by the Distributor or its End Client, without lasting retention by Manifone (Article 6.1 of the T&Cs).
Register of Processors	The up-to-date version of Annex 2a and the identity of the internal components with variable identity in Annex 2b (notably the self-hosted language models), maintained by Manifone in the Legal area of the Console and accessible to the Distributor after authentication, which constitutes the authoritative register of Sub-processors involved for the Manivox platform. Users of the Client Portal have read-only access, in the form of a neutral list (without formatting or reference to this DPA). The Register is not public.
RAG	Retrieval-Augmented Generation system allowing the voice agent to query a knowledge base made up of uploaded documents, connected sources, or indexed web pages.
Variable	Structured data, originating in particular from a Connector, a web service, a SIP header, or the conversation, stored in Manifone's databases and made accessible to the voice agent within the framework of a workflow defined by the Distributor.
AI Act	Regulation (EU) 2024/1689 establishing harmonized rules concerning artificial intelligence. The terms "Provider" and "Deployer" are understood within the meaning of its Articles 3(3) and 3(4).
Effective Date	The date of signature of this DPA or, in the absence of a separate signature, the date of acceptance of the Order by the Distributor (see Article 26).

1.2 Correspondence table with the defined terms of the GTC

The GTC and this DPA designate the same realities by different terms, the former describing the commercial relationship and the latter the data processing. The following correspondences apply; in case of doubt, the definition of this DPA prevails for data protection matters.

DPA Term	GTC Term	Clarification
Manifone / Processor	Provider	Same legal entity.
Distributor	Client	The Client in the GTC is always a professional; the DPA names it Distributor whether it acts for its End Clients or for its own needs (Article 3.4).

DPA Term	GTC Term	Clarification
End Client	Underlying Client	Controller in the general case (Article 3.1); covers any client on whose behalf an agent is operated, whether or not it accesses the platform.
Data Subjects	End Users (and, in part, Authorized Users)	The DPA covers any natural person whose Data are processed, beyond just the contacts of the Agents.
Client Portal Users	Authorized Users linked to an Underlying Client	Accounts created under Article 8 of the GTC.
Framework Agreement	Contract (Order + GTC + annexes)	—
Manivox service / platform	Service / Platform	—
Console	Console	The Client Portal is the view of the Console open to Underlying Clients.
Data	Client Data, Conversations, Audio, Outputs	The DPA only retains the personal data component.
Audio recordings / transcriptions / summaries	Audio / transcriptions / Outputs	—
Conversational flow, script	Prompts	—
Connector	Connector integrated into the Platform	—
BYOK Provider	BYOK Option / Client API Key	The DPA extends the notion to any third party connected by the Distributor (Article 9.4).
Distributor Sheet (Annex 6)	Order	The information in Annex 6 is included in the Order or entered in the Console.

2. Purpose and relationship with the Master Agreement

This DPA applies to any processing of Personal Data carried out by Manifone on behalf of the Distributor in the context of the provision of the Service, whenever an End Client uses a voice agent configured by the Distributor, or when the Distributor uses the Service for its own needs. It specifies the respective roles of the Parties, the nature and purposes of the processing, as well as the mutual guarantees and obligations provided for by Article 28 of the GDPR.

3. Qualification of the Parties and allocation of roles

3.1 Processing chain

The Parties acknowledge that, in general, the processing of Personal Data follows the following chain: the End Client is the Controller, who determines the purposes of the processing and subscribes to the Service for its own needs; the Distributor is the Processor of the End Client, who designs and operates the voice agent on its behalf; Manifone is the Sub-processor of the Distributor within the meaning of Article 28.4 of the GDPR, providing the technical infrastructure of the Service.

This DPA therefore constitutes a sub-processing contract: the obligations it imposes on Manifone reflect those that the Distributor has itself contracted towards its End Clients, and the Distributor undertakes to ensure that its contracts with its End Clients contain data protection obligations substantially equivalent to those of this DPA, as well as the provisions of the contractual baseline set out in Annex C of the T&Cs, whether or not the End Client accesses the platform. Manifone reserves the right to request a certificate of compliance for these contracts.

3.2 Role of the Distributor

The Distributor, in its capacity as Processor of its End Clients, determines the non-essential means of the processing within the purposes set by them, in particular: the conversational flow and script, the naming of the agent, the choice of LLM among the two options provided in Article 10, retention parameters, sources of the knowledge base, Connectors and tools made available, and authorized users on the Client Portal. The Distributor guarantees that these choices are in accordance with the instructions of its End Clients and do not alter the purposes determined by them. The Distributor is solely responsible for the lawfulness of the processing it configures and the instructions it gives to Manifone.

3.3 Role of Manifone

Manifone acts as Sub-processor of the Distributor for the hosting and technical operation of the Service, in particular the STT and TTS components, hosting infrastructure, telephony, Client Portal, integration platform, and, as the case may be provided in Article 10, all or part of the LLM processing. Manifone processes Personal Data only on documented instructions from the Distributor, as formalized through the configuration of the platform, the parameters chosen for each agent and each account, and this DPA.

3.4 Use of the Service by the Distributor for its own needs

The Distributor may operate certain agents for its own needs (for example, its own telephone reception or its own prospecting), in parallel with the agents it operates on behalf of its End Clients.

The qualification is then made agent by agent, by operation of law: for the Personal Data processed by an agent operated for its own account, the Distributor is the Controller and Manifone its direct Processor within the meaning of Article 28.3 of the GDPR; the other agents remain subject to the chain of Article 3.1. This DPA applies to the Distributor's own agents mutatis mutandis, references to the End Client being irrelevant and the obligations of the Distributor as Controller — in particular the information of Data Subjects and, where applicable, the notification of Personal Data Breaches to the supervisory authority — applying directly. The Distributor identifies this use by linking each agent, in the Console, to its own account or to a Subordinate Client account, this linking constituting a declaration within the meaning of this article.

3.5 Account and billing data

The data relating to the accounts of the Distributor's users on the Manivox platform, to billing and to the commercial relationship between Manifone and the Distributor are processed by Manifone as Controller, in accordance with its privacy policy, and do not fall within the scope of this DPA. The account data of users of the Client Portal, created by the Distributor or the End Client, on the other hand, fall within the scope of this DPA (Article 12). The identification data of the End Clients that are assignees of the Numbers, as well as that of the signatories and of the recipients of the notifications under the Numbers management mandate (Article 19.1), are processed by Manifone as Controller and do not fall within the scope of this DPA.

4. Brand Regime

The Distributor markets the Service under one of the following two regimes, chosen in the Order and recalled in Annex 6. The Brand Regime has no impact on the qualification of the Parties under the GDPR (Article 3), but determines the obligations provided for in Articles 4.1, 4.2 and 14.

4.1 Option 1 — Distribution under the Manivox brand

The Distributor markets the Service under the "Manivox" brand, licensed by Manifone under the Master Agreement. The Manivox brand is then visible to the End Client and, where applicable, stated orally by the voice agent.

The Parties acknowledge that this visibility of the Manivox brand to the End Client and Data Subjects does not, in itself, constitute any recognition of Manifone's status as direct Controller, the service contract remaining exclusively concluded between the Distributor and the End Client, only the assignment of the telephone numbers to the End Client, under the mandate provided for in Article 19.1, creating a direct relationship between Manifone, as operator, and the End Client. The Distributor undertakes to inform its End Clients of the exact role of Manifone as technical Sub-processor, in

accordance with Article 13.

4.2 Option 2 — White Label

The Distributor markets the Service under its own brand, without reference to Manifone or Manivox to the Data Subjects. In this case:

- Manifone undertakes that no technical element of the Service perceptible by the Data Subjects (voice announcements, automated messages, emails generated by the platform) will display the names Manifone or Manivox, within the limits of the platform's customization features;
- The white label applies to the voice service as perceived by the Data Subjects. In the Distributor's interfaces and in the Client Portal, customization is limited to replacing the Manivox logo with that of the Distributor: the Client Portal remains hosted on the manivox.ai domain and the name Manivox may appear there (address, technical mentions). The Distributor informs its End Clients of this, or does not open access to the Client Portal, and acknowledges that this visibility to the End Client's users does not constitute a breach of this option;
- The Distributor remains obliged to inform its End Clients, in their capacity as Controllers, of the identity of Manifone as a Sub-processor, in accordance with Article 28 of the GDPR; this information may be limited to the contractual relationship with the End Client and does not have to be brought to the attention of the Data Subjects, for whom a designation by category ("voice infrastructure provider") is sufficient;
- As in Option 1, the Distributor relays in its own contractual documentation the information from the Register of Processors to End Clients who do not access it via the Client Portal (the list of processors is presented in a neutral form), and passes on to its End Clients the notifications received from Manifone under Article 9;
- The allocation of roles under the AI Act follows the specific regime provided for in Article 14.1.

4.3 Change of Regime

The Distributor may change the Brand Regime subject to sixty (60) days' written notice to Manifone, subject to the commercial conditions provided for in the Master Agreement and the update of the Order (Annex 6).

5. Purpose, nature and objective of the processing

The details of the processing (nature, purposes, categories of Data and Data Subjects, durations) are set out in Annex 1. Manifone only processes the Data to the strict extent necessary for the provision of the Service and in accordance with the documented instructions of the Distributor, as formalized in particular by the configuration parameters of each voice agent and each account (flows, script,

retention, language, LLM choice, knowledge sources, Connectors, users of the Client Portal).

6. Documented instructions

Manifone only processes the Personal Data on documented instructions from the Distributor, including with regard to transfers of Personal Data to a third country or an international organization, unless otherwise required by European Union law or the law of a Member State, in which case Manifone shall inform the Distributor of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. The parameters defined by the Distributor in the Manivox platform (retention, deletion, language, choice of LLM, flow and script, knowledge sources, Connectors and tools, webhooks, users and visible sections of the Client Portal, option for Storage at the Client) constitute documented instructions within the meaning of Article 28.3.a of the GDPR.

If Manifone considers that an instruction from the Distributor constitutes a violation of the GDPR or any other provision relating to data protection, it shall immediately inform the Distributor and may suspend the execution of the relevant instruction pending clarification.

7. Confidentiality and security (Article 32 GDPR)

Manifone implements the technical and organizational measures described in Annex 3, ensuring a level of security appropriate to the risk, including in particular the pseudonymization and encryption of Personal Data, the isolation of Personal Data by account, means ensuring the confidentiality, integrity, availability and resilience of systems, as well as regular testing and evaluation procedures for these measures.

Manifone guarantees that persons authorized to process the Personal Data are subject to an appropriate contractual or statutory obligation of confidentiality and receive suitable training in data protection.

7.1 No model training

Manifone undertakes that the Personal Data shall under no circumstances be used for the training, fine-tuning or improvement of artificial intelligence models, whether its own models or those of third parties, except with the prior and express written consent of the Distributor for a strictly defined use. This commitment is passed on to Sub-processors in accordance with Article 9.

7.2 No biometric processing

Manifone undertakes not to carry out, from voice recordings, any biometric processing aimed at uniquely identifying or authenticating a natural person (voiceprint), nor any emotion recognition,

except upon the express written request of the Distributor, under its responsibility and within the limits of Article 14.3. Voice recordings are processed solely for the purposes of transcription, conversation management, delivery to the End Client, and production of call summaries. Manifone does not offer voice cloning.

8. Sensitive Data

The Service is not specifically designed for the processing of Sensitive Data. When the Distributor configures a voice agent likely to process Sensitive Data (for example for an End Client in the health sector), it undertakes to:

- inform Manifone of this prior to production, specifying the relevant categories — via the marking provided for this purpose in the Console or, failing that, in writing — so that Manifone can, if necessary, adapt the security measures;
- ensure that the End Client has a valid legal basis under Article 9.2 of the GDPR and, where applicable, the authorizations or formalities required by the applicable national law;
- configure a reduced retention period and activate the enhanced security options offered by the platform where they exist;
- give preference, for such agents, to the LLM self-hosted by Manifone and only connect in BYOK mode those LLMs, sources, and third-party tools whose suitability for processing Sensitive Data has been verified.

Manifone may suspend a voice agent processing Sensitive Data in violation of this article, after notification to the Distributor. This article replaces, for Sensitive Data, any requirement for an addendum that may appear in the Master Agreement.

9. Sub-processing

The Distributor generally authorizes Manifone to use the Sub-processors listed in Annex 2a (infrastructure and mandatory functions) for the performance of all or part of the processing of the Data. Annexes 2a to 2c list Manifone's Sub-processors as of the Effective Date. The up-to-date and authoritative register of all Manifone's Sub-processors is maintained in the Sub-processor Register, which reproduces Annex 2a in the Legal area of the Console and prevails over the Annexes in the event of any discrepancy due to subsequent changes. Any addition, removal, or replacement of a Sub-processor acting for the Manivox platform is subject to active notification (in-app notification and/or by email) to the Distributor, from which the notice and objection periods provided for in this article begin to run.

9.1 Flow-down obligations and liability (Article 28.4 GDPR)

When Manifone engages a Sub-processor, it imposes on them, by written contract, data protection obligations that are substantially equivalent to those set out in this DPA, in particular regarding instructions, confidentiality, security, assistance, notification of breaches, audit, and data handling, as well as the prohibition on using the Data for training purposes provided for in Article 7.1. When the Sub-processor fails to fulfill its data protection obligations, Manifone remains fully liable to the Distributor for the performance of those obligations. This mechanism does not apply to providers, sources, and tools connected by the Distributor in BYOK mode, which are the sole responsibility of the Distributor (Article 9.4).

9.2 Imposed infrastructure and function Sub-processors (Annex 2a)

The Sub-processors listed in Annex 2a (hosting providers, speech recognition provider, speech synthesis provider, integration platform for Connectors, Copilot LLM provider) are inseparable from the Service or the relevant function and cannot be substituted at the request of the Distributor. In accordance with Article 28.2 of the GDPR, any addition or replacement of one of these sub-processors is subject to active notification to the Distributor at least thirty (30) days before it takes effect, except in cases where replacement is required due to provider failure, a security incident, or a legal requirement, in which case notification is made without delay and at the latest concurrently with the change, with the right to object being exercised within thirty (30) days following such notification. In the event of a justified objection based on data protection, the sole right of the Distributor is to cease using the relevant function when it is optional (Connectors, Copilot) or, for components inseparable from the Service, to terminate the Service, without penalty, under the conditions provided in the Master Agreement, with the Data then being processed in accordance with Article 20.

9.3 Internally self-hosted processing (Annex 2b)

Processing carried out using open-weight language models self-hosted by Manifone, the RAG knowledge base, KB Doctor, or any other component self-hosted by Manifone, on its infrastructure operated by the managed service provider listed in Annex 2a, without transmission to any third party other than the sub-processors listed in that annex, are described in Annex 2b for information and transparency purposes, but do not constitute a separate sub-processing within the meaning of this article.

9.4 Providers, sources, and tools connected in BYOK mode (Annex 2c)

When the Distributor connects to the Manivox platform, by means of its own contract and access, any of the following elements, the relevant third party is not a Sub-processor of Manifone:

- a third-party LLM declared as a custom provider (endpoint compatible with the platform's standard API and Distributor's API key), Manifone not offering any third-party LLM under its own contract for voice agents; the list of technically validated models published by Manifone in its documentation does not constitute either a recommendation or a contractual relationship between Manifone and these providers;
- a web service (REST API) called by the agent during the conversation or at the end of the call, or an endpoint receiving call event webhooks ("call actions");
- an external Chatbot provider (SSE endpoint or compatible with the standard conversation format) handling all or part of the conversation, to which either the last sentence of the caller or the full conversation history is transmitted according to the configured format;
- an MCP server or any other third-party tool imported by the Distributor;
- an external knowledge base ("BYO RAG"), or a document source connected using the Distributor's or End Client's own access (for example, a Google Drive or OneDrive space, or web pages indexed at their request);
- the object storage infrastructure designated by the Distributor or the End Client as part of the Storage at the Client option: audio recordings are written there directly at the end of each call and are not retained permanently by Manifone, which only holds a temporary copy for the duration of processing; the availability, security, location, retention period, and deletion of the audio thus stored are the sole responsibility of the Distributor, and requests to exercise rights concerning this audio are handled by the Distributor without intervention from Manifone.

Manifone then acts solely as a technical conduit transmitting the Data to the endpoint or source designated by the Distributor, on its instructions alone. The access keys and secrets provided by the Distributor are stored encrypted on the platform (Annex 3); Manifone does not log the content of outgoing requests beyond the call logs of tools subject to the configured retention. The Variables and logs resulting from these exchanges continue to be processed by Manifone under this DPA.

- The Distributor declares and warrants, for any BYOK connection, that it has its own valid data processing agreement with the relevant third party when that party processes Data on its behalf, that it has verified the data protection guarantees of this third party (location, absence of use of the Data for training purposes, transfer mechanisms where applicable), and that it assumes sole responsibility for this;
- When connecting a new third party not yet used by this Distributor for the first time, the Distributor, prior to putting the connection into service, makes the declaration provided for this purpose in the Console: identification of the third party and the type of connection (custom LLM, Chatbot provider, MCP server, knowledge base or external source, web service), and confirmation of the existence of a valid data processing agreement with this third party when it processes Data on behalf of the Distributor. This declaration, made by a user authorized to bind the Distributor, is logged (user

identity, timestamp) and serves as certification within the meaning of this article. This formality is not required for subsequent connections to a third party already declared, nor for endpoints operated by the Distributor itself;

- Manifone has a right to conduct an ad hoc audit, which may be exercised in the event of reasonable doubt or notification, allowing it to request from the Distributor proof of the contract concluded with a third party connected via BYOK;
- The Distributor shall indemnify Manifone against any consequences, including financial, of a personal data breach or a GDPR violation attributable to a third party connected via BYOK.

10. Regime applicable to the choice of LLM

The Distributor selects, for each voice agent or sub-agent, one of the following two options, each of which has a different processing regime. Manifone does not offer any third-party LLM under its own contract for conversational processing:

Option	Description	Applicable regime
Self-hosted LLM	Open-weight language models hosted by Manifone on its infrastructure in France (operated by an IT service provider), without transmission to a third party for conversational processing; the identity of the current models is indicated in Annex 2b and in the Register of Processors for information purposes	Internal processing — Article 9.3 / Annex 2b
LLM in BYOK	Third-party provider connected by the Distributor with its own contract and its own API key, billed directly by the provider	Outside the processing chain — Article 9.4 / Annexes 2c and 6

11. Knowledge base, Connectors and AI assistance functions

11.1 RAG knowledge base

Manifone offers a retrieval-augmented generation (RAG) feature allowing the Distributor to create, for each account or agent, a knowledge base from uploaded documents (PDF, DOCX, etc.), web pages indexed at its request and, where applicable, connected sources (Article 9.4). Indexing (splitting, embeddings), vector storage and search are fully self-hosted by Manifone, without transmission of the Data to any third party other than its hosting providers, and fall under Article 9.3. The categories of Data Subjects and Data processed via the RAG depend on the content freely indexed by the Distributor and are, by nature, not determined in advance by Manifone.

The Distributor guarantees that it has the right to index each document, page or source, that their content is lawful, that the Data they contain are processed on a valid legal basis by the relevant End Client, and that it does not include any Sensitive Data without complying with Article 8. The Distributor

is solely responsible for the relevance, accuracy and updating of the indexed content, as well as for compliance with the terms of use of the websites it requests to be indexed.

11.2 Connectors to business tools

The Manivox platform allows agents to read and write data in third-party business tools (CRM, calendar, ticketing, messaging, etc.) during a conversation or at the end of a call, and to store the data thus retrieved as Variables. The business tool itself (for example, the End Client's CRM) is never a Sub-processor of Manifone: it falls under the relationship between the Distributor, its End Client, and the tool's publisher. Two connection modes exist:

- Connectors via the third-party integration platform operated by Manifone (identified in Annex 2a and in the Register of Processors): authentication with the business tool (managed OAuth or direct credentials — API key, token, Basic authentication) is performed and retained by this platform, which executes the actions assigned to the agent and, as such, receives the parameters of these actions, which may contain Data collected during the call. This platform is a mandatory Sub-processor of Manifone, subject to Article 9.2; its replacement follows the procedure of this article and requires new authorization of the connections by the End Clients. The Distributor and the End Client remain responsible for the authorizations they grant via these connections and for their revocation;
- Web services configured by the Distributor (REST API with custom authentication): BYOK regime of Article 9.4, with no third-party intermediary involved on the Manifone side.

11.3 Variables, logs and derived processing

For each call, Manifone produces and retains, according to the Distributor's parameters: the audio recording, the transcription, a summary generated by the agent's LLM, snapshots of Variables, technical metrics, and the call log of tools (invoked tool, parameters, response, timestamp). These elements are Data within the meaning of this DPA and follow the retention period configured for the agent or the account within the limits set by the Master Agreement (by default, seven (7) days for audio retained by Manifone and three hundred sixty-five (365) days for transcriptions, summaries, and logs, unless different durations are provided in the Order). Unless otherwise configured by the Distributor, Variables resulting from Connectors and web services are retained for the entire duration of the Master Agreement and are automatically purged upon its termination, under the conditions provided in Article 20. The Distributor ensures that only strictly necessary Data are included in the Variables and transmitted by webhook (principle of minimization).

11.4 AI Assistance Functions: Copilot and KB Doctor

- Copilot, when used by the Distributor's users, assists in the design and optimization of agents. It is based on a third-party LLM, identified in Appendix 2a and in the Register of Processors, to which the content submitted by the Distributor's users in the tool is transmitted: agent configurations and prompts, excerpts from transcriptions or knowledge bases they choose to submit. The provider of this LLM is a Sub-processor of Manifone for this sole function, subject to Article 9.2; it constitutes the only exception to the principle that Manifone does not use any third-party LLM under its own contract, and never processes live call data. The Distributor refrains from submitting Sensitive Data to Copilot and informs its users of the nature of this processing;
- KB Doctor analyzes the quality and coverage of knowledge bases using an open-weight LLM self-hosted by Manifone, without transmission to a third party; it falls under Article 9.3.

12. Client Portal

Manifone hosts on the manivox.ai domain a Client Portal, distinct from the Distributor's dashboard, allowing designated users of an End Client to connect directly, with the Distributor's logo possibly replacing that of Manifone, to consult the data of their own account only: list of agents, calls and call details (metadata, audio player for recordings, transcription), Connectors and statistics, according to the sections made visible by the Distributor. The Client Portal is read-only, except for actions reserved for portal administrators (user management; direct entry, update and refresh, by the End Client, of its credentials for third-party tools — as an alternative to their entry by the Distributor — solely within the framework of the Connectors made available by the Distributor and without direct access to the integration platform).

- The accounts of Client Portal users (identifier, email address, password, role, connection log) are created and managed by the Distributor or by the End Client's administrators; they are processed by Manifone as a Sub-processor under this DPA. The Distributor guarantees that the users it authorizes, or allows the End Client to authorize, are authorized by the End Client to access the relevant Data;
- The Distributor determines, for each account, the visible sections and the roles (administrator or observer); these parameters constitute documented instructions within the meaning of Article 6;
- The Client Portal's 'as account' preview function, accessible to the Distributor from its dashboard, constitutes access to the relevant End Client's Personal Data; the Distributor uses it only for support and verification purposes, and informs the End Client of this in its contractual documentation. These accesses are logged by Manifone;
- The Client Portal credentials are issued by an administrator; in the absence of self-service password reset, the Distributor implements a secure assistance procedure for its End Clients;
- The Client Portal does not display LLM summaries, Variable snapshots, or latency metrics, which remain accessible only to the Distributor;

- The Client Portal provides read-only access to the Register of Processors in the form of a neutral list (identity, function, data transmitted, location, and transfer risks), enabling End Clients who use it to directly fulfill their information obligations under Article 28 of the GDPR;
- The Client Portal is an optional feature and is in no case a necessary condition for the provision of the Service by the Distributor to its End Clients. A Distributor wishing to offer its End Clients an interface entirely under its own brand and domain may, instead of the Client Portal, develop its own interface hosted on its infrastructure and consuming the Manivox platform API; this interface is then subject to the regime applicable to any use of the API (Article 6), with the Distributor being solely responsible as Processor of its End Client, without Manifone being involved in its hosting or domain name.

13. Information of the End Client and call recording

13.1 Information of the End Client (Article 28 GDPR)

The Distributor undertakes to provide its End Clients, in its contractual documentation, with the following information, necessary for them to fulfill their obligations as Controllers:

- the identity of Manifone as Sub-processor of the Service infrastructure (STT, TTS, hosting, telephony, Client Portal, integration platform), designated by name or, in white label, according to the terms of Article 4.2;
- the self-hosted or BYOK nature of the LLM used for their agents, and, in the latter case, the identity of the connected provider; as well as the identity of the sources, Connectors, web services, chatbots, and third-party tools linked to their agents;
- the existence and content of the Register of Processors, including the location of processors and the risks of extraterritorial access described in Article 18; the Register is not public, End Clients with access to the Client Portal consult it directly, and the Distributor relays its content, in its contractual documentation, to those who do not have access (access to the Client Portal not opened by the Distributor or the Distributor's own interface developed via the API), regardless of the Brand Regime;
- the existence of the Client Portal, the preview function by the Distributor, and the conditions of access to recordings and transcriptions;
- the elements necessary for informing Data Subjects under Articles 13 and 14 of the GDPR, this information being the responsibility of the End Client.

13.2 Recording of voice exchanges

The Distributor undertakes to comply with, and to ensure that its End Clients comply with, in each country where the Service is used, the local regulations applicable to the recording of telephone exchanges, in particular regarding informing the caller and, where applicable, obtaining their prior consent to the recording. No script or standard notice is imposed by Manifone for this purpose; the Distributor determines and implements, under its sole responsibility, the appropriate notices and mechanisms for each jurisdiction, and configures the recording (enabled, disabled, retention period) accordingly. Annex 4 recalls, for information purposes, the applicable regulatory references.

14. Artificial intelligence — allocation of roles under the AI Act

The roles defined by the AI Act are independent of those defined by the GDPR (Article 3) and depend in particular on the name or brand under which the AI system is placed on the market. The Parties agree on the following allocation, without prejudice to the qualification that would result from the facts.

14.1 Roles according to the Brand Regime

- Option 1 (Manivox brand): Manifone is Provider of the Manivox platform and of the voice agents placed on the market under this brand; the Distributor and the End Client are Deployers of the agents they configure and operate under their authority;
- Option 2 (white label): the Distributor, who places the AI system on the market under its own name or brand, is a Provider within the meaning of Article 3(3) of the AI Act; Manifone is an upstream provider of the platform and its components, and the Parties enter into the cooperation agreement provided for in Article 14.4; the End Client is a Deployer.

14.2 Transparency (Article 50 AI Act)

Manifone designs the Manivox platform in such a way as to enable the information of Data Subjects that they are interacting with an artificial intelligence system, in particular by means of the configurable welcome message of the starting node of each agent. The Distributor, in its capacity as Deployer (Option 1) or as Provider (Option 2), is responsible for the effective activation and formulation of this information in each voice agent it configures, except in cases where it is obvious from the context. It undertakes not to disable or circumvent the transparency mechanisms made available by the platform, in accordance with the acceptable use conditions of the Master Agreement.

14.3 High-risk uses and prohibited practices

The Distributor undertakes not to configure, and not to allow its End Clients to configure, any voice agent falling under high-risk AI systems referred to in Annex III of the AI Act (in particular the

assessment and sorting of emergency calls, recruitment and management of workers, creditworthiness assessment or access to essential services) without Manifone's prior written consent, nor any agent implementing a practice prohibited by Article 5 of the AI Act (in particular manipulation or exploitation of vulnerabilities, emotion recognition in the workplace or in education). The detailed conditions of this commitment are set out in the Master Agreement. Manifone may suspend any agent in breach of this article.

14.4 Cooperation in the value chain (Article 25 AI Act)

Manifone provides the Distributor, to the extent reasonably necessary for the performance of its obligations under the AI Act, with information relating to the capabilities, limitations and conditions of use of the platform and its components (in particular the published developer documentation), subject to the protection of its trade secrets. In Option 2, this information is provided under the written agreement provided for in Article 25(4) of the AI Act, of which this article serves as such.

14.5 Labelling of synthetic audio content (Article 50(2) AI Act)

The agents' voice outputs are synthetic audio content within the meaning of Article 50(2) of the AI Act. Manifone implements, to the extent technically possible given the constraints of telephony (narrowband, codecs, transcoding by third-party operators) and the state of the art, machine-readable marking measures for generated audio content, relying in particular on the marking capabilities of its voice synthesis provider and on the systematic logging of the synthetic nature of the emitted audio segments and the retained recordings. Manifone documents the measures implemented and their technical limitations and communicates them to the Distributor pursuant to Article 14.4. The Distributor, in its capacity as Deployer (Option 1) or Provider (Option 2), refrains from disabling or altering these measures and additionally implements the information of Data Subjects provided for in Article 14.2, which constitutes the main effective transparency measure by telephone.

15. Assistance to the Distributor

Manifone assists the Distributor, to the extent possible and taking into account the nature of the processing, in responding to requests to exercise the rights of Data Subjects (access, rectification, erasure, restriction, portability, objection) that the Distributor or its End Clients receive, notably by means of the consultation, export, and deletion functions for calls available in the dashboard and the API, as well as for the performance of their obligations under Articles 32 to 36 of the GDPR (security, notification of personal data breaches, data protection impact assessment, prior consultation with the supervisory authority). If a Data Subject contacts Manifone directly, it does not respond on the merits and forwards the request to the Distributor without delay.

16. Notification of Personal Data Breach

Manifone notifies the Distributor of any Personal Data Breach as soon as possible and at the latest forty-eight (48) hours after becoming aware of it, in accordance with Article 33.2 of the GDPR, in order to enable the Distributor to in turn inform its End Clients as soon as possible and for them to comply, where applicable, with the seventy-two (72) hour deadline that applies to them with respect to the competent supervisory authority from the moment they become aware of it. Notification is carried out in phases, as permitted by Article 33.4 of the GDPR: an initial notification within the aforementioned period, even if the analysis is not complete, indicating the nature of the incident, its presumed scope, and the affected accounts; then follow-ups as information becomes available, specifying the categories and approximate number of Data Subjects and Data concerned, the likely consequences, and the measures taken or proposed. Manifone documents any Personal Data Breach and cooperates with the Distributor for its analysis and remediation. Manifone's own obligations as an electronic communications operator (Article 19.1), notably direct notification to the competent authority for the data it processes in this capacity, apply independently of this article.

When the Personal Data Breach concerns a provider, a source, or a tool connected in BYOK mode, the notification is primarily incumbent upon the Distributor with respect to its End Client, without prejudice to the reciprocal information obligation between the Parties.

17. Audit and compliance

Manifone makes available to the Distributor the information necessary to demonstrate compliance with the obligations set out in this DPA and allows the conduct of audits, including inspections, carried out by the Distributor or an independent third party mandated by it and bound by confidentiality, subject to a reasonable written notice of 30 days and in compliance with the security and confidentiality of other Manifone clients. Manifone may fulfill this obligation by providing an audit report or an equivalent certification (e.g. SOC 2, ISO 27001) when available.

Any audit or inspection carried out at the request of the Distributor, including the first one, may be invoiced by Manifone according to terms (time spent or flat rate) communicated in advance to the Distributor, with the exception of audits made necessary by a Personal Data Breach attributable to Manifone or by a request from a supervisory authority, which remain free of charge.

18. International transfers

The core of the Manivox platform (orchestration, telephony, databases, RAG, self-hosted LLMs, main voice synthesis instance, Client Portal) is hosted in France, on an infrastructure owned by Manifone and whose technical operation is ensured by a French managed service provider, listed in Annex 2a. However, some Sub-processors listed in Annex 2a are non-European companies (notably American),

including when their processing infrastructure is located within the European Union, and some process the Data outside the European Union.

The Parties acknowledge that a non-European Sub-processor may remain subject to the extraterritorial legislation of its country of origin (notably the American CLOUD Act), which may allow access to the Data by the authorities of that country upon request, regardless of the physical location of the servers. The details of this risk, sub-processor by sub-processor, are set out in Annex 2a and in the Register of Sub-processors. The Parties agree to a transparency clause: the Distributor acknowledges having been informed of this risk and accepts its scope, and is responsible for informing its End Clients accordingly pursuant to Article 13. When an actual transfer of Data outside the European Union occurs, Manifone ensures that it is governed by a mechanism provided for in Chapter V of the GDPR (standard contractual clauses, adequacy decision, or EU-US Data Privacy Framework). The Distributor who wishes to limit processing by non-European processors selects the self-hosted LLM (Article 10) and refrains from using or making available to its End Clients the optional functions relying on such processors (Connectors, Copilot), which do not result in any transmission of Data in the absence of actual use. For components inseparable from the Service, the applicable regime is that of Article 9.2, including the right of termination without penalty provided therein.

19. Manifone as an electronic communications operator

19.1 Operator status

Manifone operates a proprietary telecommunications infrastructure and holds its own declaration or authorization as an electronic communications operator (notably with ARCEP in France, or the equivalent authority in the relevant country) for the provision of telephone numbers and call lines, including for outbound calling campaigns. These numbers are assigned by Manifone to the End Client on whose behalf the agents are operated, which thereby becomes the assignee, or to the Distributor for the agents operated for its own needs. The Distributor orders, terminates and configures them as agent of the End Client, under a Numbers management mandate signed electronically from the Console, the essential provisions of which are set out in Annex D of the T&Cs; Manifone is not a party to that mandate. As such, Manifone is subject to its own specific and autonomous legal obligations, notably the retention of certain traffic data (calling and called numbers, duration, timestamp) and responding to requests from competent authorities, which apply independently of the instructions of the Distributor and the retention parameters otherwise defined under this DPA. These obligations do not fall under Article 28 of the GDPR and are carried out by Manifone as controller of its own regulatory obligations.

19.2 SIP interconnection of the telephony of the Distributor or the End Client

When the Distributor or the End Client connects its own telephony infrastructure (IPBX, SBC or core network) to the Manifone network via SIP trunk, it remains responsible for its own network, its own operator or user obligations, and the security of its equipment up to the interconnection point with the Manifone network. Trunk authentication is based on the source IP addresses declared by the Distributor, who guarantees their accuracy and updating. The media is relayed by Manifone's servers; the Distributor favors SIP transport over TLS with SRTP encryption of the media, with unencrypted UDP transport remaining under its sole responsibility. Application data transmitted in custom SIP headers becomes Variables within the meaning of this DPA.

19.3 Outbound calling campaigns and prior consent

The Distributor acknowledges that, since August 11, 2026, any outbound call for commercial prospecting purposes to a consumer is subject, in France, to a prior consent regime (Article L223-1 of the Consumer Code, as amended by Law No. 2025-594 of June 30, 2025 and its implementing decree No. 2026-662 of July 23, 2026), the Bloctel service being abolished, and that the rules relating to authorized days, times and frequencies for telephone prospecting, as well as caller identification, remain applicable. Equivalent or different regimes may apply in other countries and to business-to-business prospecting. The time slot, pacing, and retry functions of Manivox campaigns are configured by the Distributor accordingly.

- Before launching any outbound calling campaign for commercial prospecting purposes, the Distributor must check a box on the Manivox platform certifying that the called numbers are subject to prior consent in accordance with applicable regulations and that the campaign complies with rules regarding hours and frequency;
- This checked box constitutes a declaration by the Distributor, timestamped and retained by Manifone as proof of the attestation made; it does not, in itself, constitute proof of the consumer's consent;
- The Distributor remains solely responsible for collecting, retaining for the legal duration, and producing, at the request of Manifone or any competent authority, proof of the consent of each called data subject (date, collection methods, scope, any withdrawal);
- Any inaccurate declaration engages the sole responsibility of the Distributor, who shall indemnify Manifone against any consequence of a sanction or claim related to a campaign launched on the basis of an inaccurate attestation;
- Manifone may suspend an ongoing campaign in the event of reasonable doubt, notification, or request from an authority, regardless of the box being checked.

20. Fate of the Data at the end of the contract

Upon termination, for any reason whatsoever, of the Master Agreement or this DPA, Manifone, at the choice of the Distributor expressed within 30 days, deletes or returns in a structured and commonly used format all Data processed on its behalf (including recordings, transcriptions, summaries, Variables, tool call logs, indexed content, and Client Portal accounts), revokes connections established via the integration platform, ceases writing to the Storage infrastructure at the Client (the content of which remains under the sole control of the Distributor), and destroys existing copies, except where there is a legal retention obligation, notably as provided in Article 19.1. In the absence of a choice expressed within this period, the Data are deleted. The return or deletion takes place within 30 days and Manifone certifies this in writing upon request. The deletion of an End Client account during the contract, at the request of the Distributor, follows the same rules for the Data of that account.

21. Liability

The liability of each Party under this DPA is governed by the liability regime and, where applicable, the limitation provided for in the Master Agreement, which applies to this DPA as if it were fully reproduced herein. By exception, the specific warranties granted by the Distributor in Articles 9.4, 11.1, 12, and 19.3 (third parties connected in BYOK, indexed content, Client Portal authorizations, prospecting campaigns) are not subject to this limitation. Each Party is liable to the other for damages caused by its own breaches of this DPA, without prejudice to the liability regime provided for in Article 82 of the GDPR with respect to Data Subjects.

22. Points of contact

Each Party shall designate a point of contact for any questions relating to data protection, as specified in Annex 6. For Manifone: the Data Protection Officer, reachable at dpo@manifone.com or by mail at Manifone S.A.S. — DPO — Rue Henri Becquerel, 56000 Vannes. The Distributor shall provide its own point of contact upon registration and keep it up to date. Notifications provided for in this DPA are validly made to these addresses and, for Manifone, by in-app notification on the platform.

23. Amendment of this DPA

Manifone may amend this DPA, in particular to take into account legislative, regulatory, or case law developments or recommendations from supervisory authorities, or changes to the Service. Any amendment shall be subject to active notification to the Distributor (in-app notification and/or email) at least sixty (60) days before it takes effect, in accordance with Article 19 of the GTC, with the amended version accessible by link indicating its date and version number. If the Distributor refuses a substantial amendment that would reduce the level of protection of the Data, it may terminate the Master Agreement without penalty by written notice before the amendment takes effect, with the Data

then processed in accordance with Article 20. Otherwise, continued use of the Service after the effective date constitutes acceptance. Amendments required by law or a supervisory authority apply as of their legal effective date.

24. Duration

This DPA enters into force on the Effective Date and remains applicable for the entire duration of the Master Agreement, as well as, where applicable, for the period necessary to fulfill the residual obligations provided for in Article 20.

25. General provisions

In the event of any conflict between this DPA and the Master Agreement, the provisions of this DPA shall prevail for any matter relating to the protection of Data. This DPA is drafted in French; in the event of a translation, the French version shall prevail. It is governed by French law. Any dispute relating to its validity, interpretation, or performance shall, after an attempt at amicable resolution under the conditions provided for in the Master Agreement, fall under the exclusive jurisdiction of the courts within the jurisdiction of the Paris Court of Appeal, notwithstanding multiple defendants or third-party proceedings, subject to mandatory jurisdiction rules applicable to data protection matters.

26. Terms of conclusion of this DPA

This DPA, an autonomous document referenced by the Framework Agreement and accessible by link from it and from the Console, is **concluded by adhesion**: it is deemed accepted by the Distributor solely by its acceptance of the General Terms of Use — regardless of the method, acceptance of the Order or any other traceable act of acceptance —, on the date of such acceptance and in the version then in force, without a separate signature being required. The Distributor acknowledges having had access to the full text of this DPA prior to such acceptance.

At any time, the Distributor may generate from the Console a **confirmation copy** of this DPA, including the applicable version, the date of acceptance, and the identification of the Parties, bearing the signature of Manifone and intended to receive that of the Distributor. This copy has evidential and confirmatory value: its signature does not condition either the validity or the entry into force of this DPA, already concluded by adhesion, and, in case of discrepancy, the version accepted online prevails.

Annex 1 — Description of the processing

Section	Description
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Purpose	Provision of a platform for AI voice agents (STT, TTS, hosting, telephony, self-hosted or third-party LLM, RAG knowledge base, Connectors, AI assistance functions, Client Portal, API) enabling the Distributor to operate voice agents configured by itself on behalf of its End Clients or for its own needs.
Nature of the operations	Collection and audio recording, real-time transcription, conversational analysis and response generation by LLM, speech synthesis, call summary generation, indexing and searching in knowledge bases, reading and writing in business tools via Connectors and web services, storage of Variables, logging of tool calls, transmission of webhooks to the Distributor's endpoints, provision via dashboard, Client Portal and API, inbound and outbound telephony routing, call campaigns.
Purpose	Operation of the voice agent Service subscribed to by the End Client from the Distributor (reception, appointment scheduling, information, support, prospecting, etc., according to the Distributor's configuration).
Categories of Data	Audio recordings; transcriptions; call summaries; call metadata (calling and called numbers, duration, timestamp, status, agent and nodes traversed); conversational content; Variables (from Connectors, web services, SIP headers and the conversation); logs of tool calls (parameters and responses); content indexed in the knowledge base; contact lists of outbound campaigns; account data of Client Portal users; telecom traffic data retained by Manifone under its operator obligations (Article 19). Sensitive Data only under the conditions of Article 8.
Categories of Data Subjects	Callers and called persons; contacts appearing in business tools, calendars, and connected sources; persons mentioned in indexed content; users of the Client Portal; where applicable, employees or representatives of the End Client and the Distributor.
Duration of processing	Duration of the Master Agreement, increased by the retention period configured by the Distributor for each agent or account within the limits of the Master Agreement (by default: seven (7) days for audio retained by Manifone and three hundred sixty-five (365) days for transcriptions, summaries, and logs, unless different durations are provided in the Order); in the case of Storage at the Client, audio is not retained by Manifone beyond the processing of the call; for Variables, duration of the Master Agreement with automatic purge upon its termination unless otherwise configured (Article 11.3); for telecom traffic data, the legal duration applicable to Manifone as an operator (Article 19.1).

Annex 2a — Infrastructure processors and mandatory functions

List as of the Effective Date; the authoritative register is the up-to-date version of this annex in the Legal section of the Console (the Register of Processors, Article 9), also available, in a neutral list form, to users of the Client Portal. This register is not public: the Distributor relays its content to End Clients who do not have access to it, in accordance with Article 13.

Sub-processor	Role and processing	Data transmitted	Location and transfer risk
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IP Garde	Remote management and technical operation, on behalf of Manifone, of the hardware and datacenters in France hosting the orchestration, telephony, databases, RAG, self-hosted LLMs, main TTS, and Client Portal. IP Garde does not own the infrastructure and accesses Data only for maintenance purposes.	All Data, incidentally during maintenance	French law company. No international transfer issues or CLOUD Act risks.
Scaleway	Hosting (datacenters in France) of the Manivox IS infrastructure: LLM servers, RAG service, databases, object storage of recordings	All Service Data	Company under French law, datacenters in France. No international transfer issue nor risk under the CLOUD Act.
Freepro	Hosting (French datacenters) of part of Manifone's IT system (telephony, support systems)	Telecom traffic data and data passing through hosted systems	Company governed by French law. No international transfer issues or CLOUD Act risks.
UltraEdge	Hosting (French datacenters) of part of Manifone's IT system (telephony, support systems)	Telecom traffic data and data passing through hosted systems	Company governed by French law. No international transfer issues or CLOUD Act risks.
Soniox	Speech recognition (STT)	Raw audio stream	US law company; hosted in the EU. Theoretical risk of access by US authorities under the CLOUD Act, regardless of the EU server location (Article 18).
Cartesia, télémetrie	Text-to-speech (TTS), main self-hosted instance at Manifone	Usage counters for billing purposes only, without identifiers linked to a natural person	US law company; telemetry transmitted to its servers (United States). Non-personal processing, listed for information and transparency.
Cartesia, failover	Backup voice synthesis, activated only in case of incident on the self-hosted instance	Text of responses generated by the agent, transmitted for synthesis; synthesized audio returned. The caller's voice is never transmitted to Cartesia	US law company; processing in Cartesia cloud EU zone. Theoretical risk under the CLOUD Act (Article 18), limited to the text of the agent's responses.

Composio	Integration platform for Connectors to business tools (optional feature, activated per account)	OAuth tokens and access credentials for Final Customers' business tools; parameters and responses of actions executed by agents, which may contain Data collected during calls	US law company; server location to be confirmed. Risk of access under the CLOUD Act (Article 18).
OpenRouter, acheminant vers Anthropic	Access gateway to the Copilot function's LLM (optional function, enabled by organization)	Content submitted by Distributor users in Copilot: agent configurations and prompts, excerpts from transcripts or knowledge bases. No audio or live call data	OpenRouter and Anthropic: US law companies, processing in the United States. Risk of access under the CLOUD Act (Article 18).

Annex 2b — Internally self-hosted processing

Manifone operates, on its proprietary infrastructure in France, managed by the IT service provider and supplemented, where applicable, by third-party hosts listed in Annex 2a, the following components, without transmission of the Data to another third party: the self-hosted open-weight language models used by the agents (Manivox.ai LLM QWEN3.8-27B and Manivox.ai LLM PROD 36B, which may be operated in parallel) and by KB Doctor (Manivox.ai LLM QWEN3.8-27B) ; the identity of the current models is indicated in Annex 2b and in the Register of Processors for information purposes; the main instance of Cartesia speech synthesis (excluding telemetry); segmentation, embedding model, vector database, and search of the RAG functionality; generation of call summaries when based on a self-hosted LLM; the call, Variables, and Client Portal databases; the telephony infrastructure (SBC, media gateways). These processing operations fall under Article 9.3 and are mentioned here for transparency purposes.

Component	Nature
Manivox.ai LLM QWEN3.8-27B	open-weight self-hosted language model, used by agents and by KB Doctor
Manivox.ai LLM PROD 36B	open-weight self-hosted language model, used by agents

Annex 2c — Regime applicable to third parties connected in BYOK mode

Custom LLMs, web services, webhook endpoints, Chatbot providers, MCP servers, knowledge bases and sources connected by the Distributor using its own access are not Sub-processors of Manifone (Article 9.4). As Manifone does not offer any third-party LLM under its own contract for voice agents, any LLM other than the self-hosted model falls under this regime. The list of third parties declared by each Distributor through the declaration made in the Console (Article 9.4) is kept up to date by

Manifone as an internal register and does not constitute any acknowledgment of liability by Manifone with respect to these third parties.

Annex 3 — Technical and organizational security measures

Governance

- Information systems security policy, annual review; Data Protection Officer (dpo@manifone.com);
- Certifications and audits: no certification but implementation of an ISMS compliant with the requirements of ISO 27001;
- Staff training and awareness; confidentiality undertakings.

Hosting and infrastructure

- Hosting in France of the core platform, on a proprietary telecommunications infrastructure operated by Manifone for over twenty years; additional hosting providers listed in Annex 2a;
- Multi-account management with complete data isolation by account: each account has its own agents, numbers, tools, connections, billing and analytics; the Client Portal only exposes the data of a single account;
- Encrypted backups, compliant with Manifone's backup policy, monthly restoration tests; business continuity and disaster recovery plan (BCP/DRP), recovery objectives (RTO/RPO); TTS failover mechanism.

Data Protection

- Encryption in transit (TLS $\geq$ 1.2; SIP over TLS and SRTP media available for trunks) and at rest (AES-256 or equivalent); centralized key management;
- Pseudonymization or deletion of personal data in technical logs;
- Retention configurable by agent and by account within the limits of the Master Agreement; automatic purge; secure deletion at the end of the contract; optional Storage at the Client, direct writing of audio on the Distributor's infrastructure via access it provides and maintains, without durable copy at Manifone; access secrets to business tools kept at the integration platform (Annex 2a) and revocable at any time; BYOK provider API keys provided by the Distributor kept encrypted;

Access control

- Principle of least privilege; distinct roles (organization administrator, users, administrators and observers of the Client Portal); sections of the Client Portal visible configurable by account; periodic review of authorizations; strong authentication for administrator access via encrypted directory and MFA;
- Logging of access to the Data, including previews of the Client Portal "as account", and retention of logs for 365 days;

- Client Portal credentials issued by an administrator, without self-service reset; Manifone personnel access to the Data limited to support and maintenance, tracked and justified.

Operational security

- Vulnerability and patch management; annual penetration tests;
- Monitoring and detection of incidents; procedure for managing Personal Data Breaches in accordance with Article 16;
- Marking of synthetic audio content (Article 14.5), logging of the synthetic nature of emitted segments, technical feasibility file kept up to date;
- Development security (code review, separation of environments, absence of real Data in pre-production); version management and A/B testing of agents without uncontrolled duplication of Data;

Annex 4 — Indicative references — AI transparency and call recording

This annex recalls, for indicative and non-exhaustive purposes, the main texts applicable to the obligations described in Articles 13.2, 14 and 19.3. It does not constitute a mandatory script.

- Transparency on the nature of the AI system: Article 50 of Regulation (EU) 2024/1689 (AI Act);
- High-risk uses and prohibited practices: Annex III and Article 5 of the AI Act;
- Call recording and associated consent: national regulations applicable in each country of use (in France, in particular the provisions of the Code des postes et communications électroniques and the recommendations of the CNIL);
- Telephone prospecting in France: Article L223-1 of the Consumer Code (prior consent since 11 August 2026), rules relating to days, times and frequencies of calls, identification of the caller.

Annex 5 — Model privacy policy (reserved)

[Reserved annex: to be completed by Manifone if a standard information model for End Clients is made available to the Distributor, in accordance with Article 13.]

Annex 6 — Information provided in the Order

The following information is entered in the Order or in the Console at the time of subscription and kept up to date by the Distributor; it forms an integral part of this DPA.

Section	Value
Brand Regime (Article 4)	[commande.regime_marque]

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Data protection contact point of the Distributor (Article 22)	[distributeur.dpo_nom], [distributeur.dpo_fonction], [distributeur.dpo_email]
Data protection contact point of Manifone (Article 22)	Data Protection Officer — dpo@manifone.com — Manifone S.A.S., Rue Henri Becquerel, 56000 Vannes

Conclusion by adhesion (Article 26)

This DPA is deemed accepted by the Distributor solely by its acceptance of the General Terms of Use of the Manivox platform, without the need for a separate signature, in accordance with Article 26.