



Last updated: October 21, 2025

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("Agreement") is entered into as of 10/29/2025, by and between:

DocsAutomator UG (hb) ("Processor"), with its principal place of business at Pappelallee 78/79, 10439 Berlin, Germany,

and

Rouge le fil ("Controller"), with its principal place of business at 40 rue Alexandre Dumas, 75011 Paris, Ile de France, France,

collectively referred to as the "Parties."

1. Definitions

1.1. "Personal Data" refers to any information relating to an identified or identifiable natural person processed by the Processor on behalf of the Controller.

1.2. "Processing" encompasses any operation performed on Personal Data, such as collection, storage, use, disclosure, and deletion.

1.3. "Subprocessor" means any third party engaged by the Processor to assist in processing Personal Data under this Agreement.

2. Subject Matter and Duration

2.1. The Processor shall process Personal Data on behalf of the Controller for the purpose of providing document automation services as outlined in the Terms of Service.

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

3. Processing Details

3.1. Purpose: To provide document automation services, enabling users to generate documents from various data sources.

3.2. Types of Personal Data: Email addresses, first and last names, billing information (handled by Stripe), access and refresh tokens for integrations, Google Drive/Google Docs access scopes, and product interaction data.

3.3. Categories of Data Subjects: Individuals utilizing DocsAutomator's services, including customers and end-users.

3.4. Duration: Personal Data will be retained only as long as necessary to fulfill the purposes outlined in the Privacy Policy, unless a longer retention period is required or permitted by law.

4. Obligations of the Processor

4.1. Process Personal Data solely on documented instructions from the Controller.

4.2. Ensure that individuals authorized to process Personal Data are committed to confidentiality.

4.3. Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

4.4. Assist the Controller in fulfilling its obligations under applicable data protection laws, including responding to data subject requests.

4.5. Delete or return all Personal Data to the Controller upon termination of this Agreement, unless retention is required by law.

5. Security Measures

5.1. Data Hosting

- Infrastructure: Data is hosted in MongoDB Atlas, with primary storage located in the EU (Ireland, aws-eu-west-1 region)
- Data Residency: All customer data remains within the EU region. No data processing or storage occurs outside the EU
- Backup: Automated backups are stored within the same EU region with point-in-time recovery capabilities

5.2. Data Transfer

- In-Transit Encryption: All data transfers are conducted exclusively via HTTPS using TLS 1.2 or higher
- API Security: All API communications, including document generation requests and template processing, are encrypted end-to-end

- Integration Security: Connections to third-party services (Google Docs / Drive, Airtable, Make.com, Zapier, etc.) utilize OAuth 2.0 and encrypted channels

5.3. Encryption at Rest

- Encryption Standard: Personal data is encrypted at rest using AES-256-CTR encryption
- Key Management: Encryption keys are rotated annually and managed separately from the encrypted data
- Scope: Encryption applies specifically to personal data fields within the database

5.4. Access Controls

- Principle of Least Privilege: Access to Personal Data is strictly limited to authorized employees, contractors, and agents who require it to operate, develop, or enhance DocsAutomator services
- Multi-Factor Authentication: MFA is mandatory for all administrative access to production systems and databases
- Confidentiality: All personnel with data access are bound by confidentiality agreements and face disciplinary actions for non-compliance
- Role-Based Access: Implemented RBAC with regular access reviews and immediate revocation upon role changes

6. Subprocessors

6.1. The Controller authorizes the engagement of the following Subprocessors:

- Render Services, Inc.: Server infrastructure (Frankfurt, Germany)
- MongoDB Limited: Database infrastructure (EU, Ireland)
- Firebase Storage (Google LLC): File storage (EU)
- Stripe, Inc.: Payment infrastructure
- Intercom, Inc.: Support communications
- Cloudinary Ltd.: Image processing
- Formagrid, Inc. (Airtable): CRM
- Postmark (AC PM LLC): Sending transactional & marketing emails

6.2. The Processor shall inform the Controller of any intended changes concerning the addition or replacement of Subprocessors, giving the Controller the opportunity to object to such changes.

7. Data Subject Rights

7.1. The Processor shall assist the Controller in providing data subjects with the ability to exercise their rights under applicable data protection laws, including rights to access, rectification, erasure, restriction, data portability, and objection to processing.

8. International Data Transfers

8.1. The Processor shall ensure that any transfer of Personal Data to a third country or international organization is subject to appropriate safeguards as detailed in the Privacy Policy.

9. Breach Notification

9.1. In the event of a Personal Data breach, the Processor shall notify the Controller without undue delay after becoming aware of the breach. The notification shall include:

- The nature of the Personal Data breach.
- The contact details of a point of contact where more information can be obtained.
- The likely consequences of the Personal Data breach.
- Measures taken or proposed to address the Personal Data breach.

10. Audit Rights

10.1. The Processor shall make available to the Controller all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Controller or another auditor mandated by the Controller.

10.2. Any audits shall be conducted with reasonable notice, during regular business hours, and in a manner that does not disrupt the Processor's operations.

11. Governing Law and Jurisdiction

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

11.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Berlin, Germany.

IN WITNESS WHEREOF, the Parties have executed this Data Processing Agreement as of the Effective Date.

Rouge le fil Signee name: <u>Alix Heuer</u> Date: <u>29/10/2025</u>	DocsAutomator UG (hb) Signee name: <u>Rupert Hoffschmidt-McDonnell</u> Date: <u>29/10/2025</u>
--	---

Signature:

Signature: