

GDPR Data Processing Agreement (Template)

PYREXA Inc · May 2026 · Confidential

Parties

This Data Processing Agreement ("DPA") forms part of the PYREXA Master Services Agreement between the Customer (acting as Controller) and PYREXA Inc. (acting as Processor) and incorporates the EU Standard Contractual Clauses (Module Two: Controller to Processor) where applicable.

Subject matter and duration

Subject matter: processing of Personal Data necessary for PYREXA to provide the AI receptionist services described in the Order Form, including inbound call transcripts, message bodies, contact details, and tenant configuration.

Duration: from the Effective Date until termination of the Master Services Agreement plus a 30-day grace period for export requests.

Nature and purpose of processing

PYREXA processes Personal Data to: (a) operate the AI receptionist on behalf of Customer; (b) deliver inbound and outbound communications across voice, SMS, WhatsApp, Instagram DM, Messenger, and email; (c) generate audit logs; (d) deliver service quality and operational metrics to Customer.

Categories of data subjects and data

Data subjects: Customer's end customers (callers, texters, message senders).

Categories of data: contact identifiers (phone numbers, email addresses), message content, call transcripts, recordings (where Customer enables), and metadata (timestamps, channel, AI cost).

Processor obligations

PYREXA will: (i) process Personal Data only on documented instructions from the Controller; (ii) ensure persons authorized to process the data are bound by confidentiality; (iii) implement appropriate technical and organizational measures (Article 32 GDPR); (iv) assist the Controller in fulfilling data subject rights requests; (v) make available all information necessary to demonstrate compliance and allow audits on reasonable notice.

International transfers

Where Personal Data is transferred outside the EEA, the EU Standard Contractual Clauses apply. PYREXA maintains current data residency information at [pyrexa-data-residency.pdf](#).

Sub-processors

Customer authorizes the use of the sub-processors listed in pyrexa-subprocessors.pdf. PYREXA gives Customer 30 days' notice of changes via email; Customer may object on reasonable grounds.

Personal data breach

PYREXA notifies Customer without undue delay (and in any case within 72 hours) after becoming aware of a Personal Data Breach. Notification includes the nature of the Breach, categories and approximate number of data subjects, likely consequences, and measures taken or proposed.

Deletion and return

On termination, at Customer's choice, PYREXA deletes or returns all Personal Data and deletes existing copies, unless storage is required by Union or Member State law.

Execution

This template requires execution by an authorized signatory of both parties. Request the signature-ready version via security@pyrexa.ai.

This document represents PYREXA's current compliance posture. For executed agreements, audit attestations, or vendor-specific addenda, contact security@pyrexa.ai.