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# DATA PROCESSING ADDENDUM

Penden LLC (Penden.ai) – AI Voice & Chat Agent Services

This Data Processing Addendum (“DPA”) forms part of the Client Service Agreement between **Penden LLC** (“Processor”) and the client identified in the Agreement (“Controller”). It governs the processing of Personal Data in connection with the AI Voice and Chat Agent Services provided by Processor.

## 1. Definitions

- **“Personal Data”** means any information relating to an identified or identifiable natural person that is processed in connection with the Services, including but not limited to call recordings, transcripts, chat messages, names, phone numbers, and other contact or business information.
- **“Processing”** means any operation or set of operations performed on Personal Data, whether or not by automated means.
- **“Services”** means the AI Voice Agents and Chat Agents provided by Processor under the Client Service Agreement.

## 2. Scope and Duration

This DPA applies to all Personal Data processed by Processor on behalf of Controller in connection with the Services. Processing will continue for the duration of the Client Service Agreement or until Controller requests deletion of the data.

## 3. Nature and Purpose of Processing

Processor will process Personal Data solely for the purpose of providing, maintaining, and improving the AI Voice and Chat Agent Services, including:

- Handling and transcribing phone calls and chat conversations
- Qualifying leads and booking appointments on behalf of Controller
- Answering frequently asked questions and taking messages
- Providing analytics and performance reports to Controller
- Improving the quality and accuracy of the AI models

## 4. Categories of Personal Data and Data Subjects

**Categories of Personal Data:** Call audio recordings and transcripts, chat messages, names, phone numbers, email addresses, and other information provided during conversations.

**Categories of Data Subjects:** Customers and prospects of Controller, employees or representatives of Controller (if they interact with the AI agents).

## 5. Obligations of the Processor

Processor agrees to:

- Process Personal Data only in accordance with Controller’s documented instructions and this DPA.
- Implement appropriate technical and organizational security measures to protect Personal Data.
- Ensure that personnel authorized to process Personal Data are bound by confidentiality obligations.
- Notify Controller without undue delay after becoming aware of a Personal Data Breach.
- Assist Controller, to the extent reasonably possible, in responding to data subject requests.
- Upon termination of the Services or upon Controller’s request, delete or return all Personal Data (unless retention is required by law).

## 6. Sub-processors

Controller authorizes Processor to engage the following sub-processors:

- **Voiceflow** – Platform used to build and manage AI agents; may store conversation data for client access.
- **Anthropic** – Provider of Claude AI models used to power the agents; may process conversation data to generate responses.

Processor will maintain appropriate data protection agreements with all sub-processors and will remain responsible for their compliance with this DPA.

## 7. Security Measures

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Processor will implement and maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of the Personal Data being processed, including encryption in transit, access controls, and regular security assessments.

### 8. Data Subject Rights

Processor will, to the extent legally permitted, assist Controller in responding to requests from data subjects exercising their rights under applicable data protection laws (including rights of access, rectification, erasure, and objection).

### 9. Personal Data Breach Notification

Processor will notify Controller without undue delay (and in any event within 72 hours where feasible) upon becoming aware of a Personal Data Breach affecting Controller's data. Such notification will include, to the extent known, the nature of the breach, categories and approximate number of data subjects affected, and measures taken to address the breach.

### 10. Audit Rights

Controller may, no more than once per calendar year and upon reasonable notice, request information or conduct an audit (or have an independent auditor conduct an audit) to verify Processor's compliance with this DPA. Audits will be conducted during normal business hours and in a manner that minimizes disruption to Processor's operations.

### 11. Deletion or Return of Personal Data

Upon termination of the Services or upon written request by Controller, Processor will delete or return all Personal Data in its possession (including backups), unless retention is required by applicable law. Processor will confirm deletion in writing upon Controller's request.

### 12. Governing Law

This DPA shall be governed by and construed in accordance with the laws of the State of **North Carolina**, without regard to its conflict of laws principles.

**IN WITNESS WHEREOF**, the parties have executed this Data Processing Addendum as part of the Client Service Agreement.

**Processor: Penden LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Controller:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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