CODENEX INTERNATIONAL SRL
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DATA PROCESSING AGREEMENT (DPA)

Agreement under Article 28 of Regulation (EU) 2016/679

Controller: the Customer | **Processor:** CODENEX INTERNATIONAL SRL | **Version:** 1.0 - 25 August 2026

1. Subject and duration

This DPA governs processing by CODENEX on the Customer's behalf while providing CloudVoce.it. It lasts for the contract and any period needed for return, deletion or mandatory retention.

2. Nature, purpose, data and data subjects

Operations include technical collection, recording, organisation, storage, consultation, controlled transmission, routing, audio generation, availability, deletion and backup required by the PBX.

Purposes include calls, extensions, contacts, CDRs, recordings, voicemail, fax, WebRTC, webhooks, API, TTS, security and support. Data includes identifiers, contact details, calling/called numbers, time, duration, outcome, IP/SIP identifiers, audio, messages, fax, contacts, prompts and logs. Data subjects include employees, contractors, customers, suppliers and other callers or called parties.

3. Documented instructions

CODENEX processes data only on documented instructions in the contract, panel, APIs and authorised tickets. It informs the Controller if an instruction infringes data-protection law and may suspend that instruction. The Controller warrants lawfulness, transparency, minimisation, notices, consent and compliance with employment and communications rules.

4. Confidentiality and authorised personnel

Persons authorised by CODENEX are bound by confidentiality, trained and granted least-privilege access. Access is logged where appropriate and removed when no longer required.

5. Security measures

- tenant isolation in application queries, routes, dialplan contexts, files and API scopes;
- TLS for the panel and APIs, WSS/DTLS-SRTP for WebRTC and carrier-compatible SIP transport;
- encryption of protected data and database at rest, restricted keyring, hashed passwords and API tokens;
- roles, CSRF protection, rate limits, audit logs, fail2ban and SIP security controls;
- encrypted backups, signed releases, integrity checks, rollback and recovery procedures;
- retention and deletion controls for CDRs, recordings, voicemail and tenant files.

6. Sub-processors

The Controller gives general authorisation for sub-processors needed for hosting, e-mail, payments, CRM, support, telephony and TTS. CODENEX maintains an updated list and gives reasonable advance notice of material changes, allowing a documented objection on legitimate data-protection grounds. Equivalent obligations are imposed on sub-processors.

7. International transfers

Transfers outside the EEA require an applicable safeguard, such as adequacy, the Data Privacy Framework or Standard Contractual Clauses, plus supplementary measures where necessary. CODENEX makes the relevant information available to the Controller.

8. Assistance to the Controller

Taking account of the processing and available information, CODENEX assists with data-subject requests, security, breach assessment, DPIAs and supervisory consultations. The Controller remains responsible for decisions and responses. Exceptional assistance beyond the standard service may be charged if agreed.

9. Personal data breaches

CODENEX notifies the Controller without undue delay after becoming aware of a breach affecting processor data and provides available information on nature, categories, likely consequences and mitigation. Notice is not an admission of liability. The Controller decides whether to notify authorities and data subjects.

10. Audit and information

CODENEX provides information reasonably necessary to demonstrate Article 28 compliance. Audits must be proportionate, normally based first on documents, subject to confidentiality and security, and planned with reasonable notice. They must not expose other tenants or sensitive infrastructure.

11. Return and deletion

At the Controller's choice, and subject to available functions, data is exported, returned or deleted on termination. Copies are removed according to backup rotation unless retention is required by law, in which case processing is limited to that purpose.

12. Controller responsibilities

The Controller configures retention, authorisations and lawful use; supplies accurate instructions; informs users; responds to rights requests; and avoids unnecessary sensitive data in prompts, recordings and contacts. It must maintain a secure local network and endpoints.

13. Priority and liability

This DPA forms part of the CloudVoce contract and prevails for processor obligations. The contractual liability provisions apply to the extent permitted by GDPR and mandatory law.