

Data Processing Addendum (DPA)

This Data Processing Addendum (“DPA”) forms part of the agreement between Cloudera (“Customer”) and Lupo.ai (“Service Provider”). The DPA is designed to ensure compliance with applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR).

1. Definitions

1.1. **“Data Controller”**: The entity that determines the purposes and means of processing personal data. For the purposes of this DPA, the Customer acts as the Data Controller.

1.2. **“Data Processor”**: The entity that processes personal data on behalf of the Data Controller. For the purposes of this DPA, Lupo.ai acts as the Data Processor.

1.3. **“Personal Data”**: Any information relating to an identified or identifiable natural person, as defined by applicable data protection laws.

1.4. **“Processing”**: Any operation or set of operations performed on personal data, whether or not by automated means, including collection, use, storage, or deletion.

2. Subject Matter and Scope of Processing

2.1. Lupo.ai processes data as instructed by the Customer to provide its AI-driven video training services, including but not limited to:

- Converting source content (e.g., GitHub repositories, PowerPoint presentations, or Google Slides) into video training content.
- Storing and managing videos securely for the agreed-upon retention period.

2.2. Lupo.ai does not sell or use the Customer’s data for purposes other than providing the services defined in the main agreement.

3. Sources of Content

3.1. **GitHub Repositories**: Content stored in private GitHub repositories is used as a source for video training generation. These repositories comply with GitHub’s security policies, ensuring data at rest is secure.

3.2. **Uploaded Presentations:** Content from PowerPoint presentations or Google Slides uploaded via the Lupo.ai web interface is processed securely.

4. Processing of Information

4.1. Upon initiating content generation, Lupo.ai creates a secure container in GitHub via an Action. The container processes the content within a secure environment.

4.2. After processing, the container is deleted to ensure no information persists, maintaining data security.

5. Data Transfers

5.1. All data transfers between the Customer and Lupo.ai occur over secure channels using industry-standard encryption, ensuring the security of data in transit.

6. Retention and Deletion of Created Videos

6.1. Videos generated by Lupo.ai are stored in private, secure blobs protected by SAS (Shared Access Signature) tokens.

6.2. Created videos are deleted:

- After 90 days by default.
 - Immediately upon Customer's request.
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7. Security Measures

7.1. Lupo.ai implements appropriate technical and organizational measures to ensure the confidentiality, integrity, and availability of data, including:

- Encryption of data in transit.
 - Secure containerized environments for processing.
 - Private and controlled access to storage locations.
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8. Customer Obligations

8.1. The Customer is responsible for ensuring the legality of the data provided for processing and for obtaining all necessary consents from data subjects.

8.2. The Customer must notify Lupo.ai of any changes to data protection requirements that may impact the services provided.

9. Subprocessors

9.1. Lupo.ai uses subprocessors (e.g., cloud service providers) to deliver its services. All subprocessors are subject to data protection agreements ensuring compliance with applicable laws.

9.2. A list of subprocessors is available upon request and may be updated with prior notification to the Customer.

10. Data Subject Rights

10.1. Lupo.ai assists the Customer in responding to data subject requests, including access, correction, deletion, and portability of personal data, as required by applicable law.

11. Breach Notification

11.1. Lupo.ai will notify the Customer without undue delay upon becoming aware of a data breach affecting personal data. The notification will include:

- The nature of the breach.
 - Steps taken to mitigate its effects.
 - Proposed actions to prevent future occurrences.
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12. Audit Rights

12.1. The Customer has the right to request audits or inspections of Lupo.ai's processing activities to verify compliance with this DPA. Such audits must be coordinated with reasonable notice and during business hours.

13. Termination

13.1. Upon termination of the agreement, Lupo.ai will delete all Customer data, including personal data, unless retention is required by law.

14. Governing Law

14.1. This DPA is governed by the laws applicable to the main agreement between the Customer and Lupo.ai.

By signing this DPA, both parties agree to the terms outlined above.

Customer:

Name: _____

Signature: _____

Date: _____

Lupo.ai:

Name: Xavier Morera

Signature: Xavier Morera

Date: January 27, 2025