

Data Processing Agreement (DPA)

Effective date: March 24, 2026 **Last updated:** March 24, 2026

This Data Processing Agreement (“DPA”) supplements and forms part of the ComIO.Studio Terms of Service (“Agreement”) between:

Sebastian Pietrasiak trading as ComIO.Studio (hereinafter: “Operator”)
Address: ul. Patriotów 3A, 32-593 Żarki, Poland Contact: info@comio.studio

and

The User identified in the Agreement.

Effective Date: Upon User’s download from comio.studio/legal.

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1. Definitions

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. In this DPA:

- **“Applicable Data Protection Law”** means GDPR, CCPA/CPRA, and any other applicable data protection laws.
- **“GDPR”** means Regulation (EU) 2016/679 (General Data Protection Regulation).
- **“CCPA”** means California Consumer Privacy Act of 2018, as amended by CPRA.

- **“Personal Data”** means any information relating to an identified or identifiable natural person.
 - **“Processing”** has the meaning given in the GDPR.
 - **“Security Incident”** means any breach of security leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of Personal Data.
 - **“Sub-processor”** means any third party engaged by the Operator to Process Personal Data.
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2. Processing of Personal Data

2.1 Scope and Roles

Under applicable data protection law, the User acts as **controller** and the Operator acts as **processor** only to the extent the Operator processes Personal Data on behalf of the User within the scope of this DPA. Outside that scope, the Operator acts as an **independent controller** where it processes Personal Data for its own legitimate business, legal, security, operational, billing, diagnostics, analytics, or compliance purposes.

This DPA applies only to the extent that the Operator processes Personal Data on behalf of the User as a processor. This includes AI query content processed in Managed Mode and any strictly necessary transient technical metadata required to provide that processing. For the avoidance of doubt, **Installation Data** (§3.0 of the Privacy Policy) and **Operational Data** (§3.1 of the Privacy Policy) processed for analytics, billing, licensing, diagnostics, support, abuse prevention, security, legal compliance, or service improvement are processed by the Operator in its independent controller capacity and are **not subject to this DPA**.

The processing of Installation Data and Operational Data by the Operator as an independent controller is described in the Privacy Policy.

2.2 Processing Details

2.2.1 Categories of Data Subjects (Processor Scope)

- Users (natural persons) whose AI queries are processed in Managed Mode
- Individuals whose personal data may appear in AI query content (in Managed Mode)

2.2.2 Types of Personal Data Processed

Data within scope of this DPA (processor capacity):

- AI query content (processed in transit in Managed Mode, not permanently stored)

- AI query metadata strictly necessary for processing the query (timestamp, AI model, token usage, status)

Data outside the scope of this DPA (Operator as independent controller):

The following data is processed by the Operator for its own purposes (analytics, billing, licensing, diagnostics, support, abuse prevention, security, legal compliance, service improvement). It is described in the Privacy Policy and is not subject to this DPA:

- Installation Data (§3.0 PP): installation identifier (UUID), Application version, operating system, interface language, plan type, launch dates, conversion date
- Operational Data (§3.1 PP): email address, name/alias, license key, plan type, license status, country, transaction currency, payment method, license credential

Sub-processors engaged for processor-scope processing:

- **Cloudflare** (Infrastructure): In Managed Mode — data technically necessary for processing AI queries
- **AI Model Providers** (Managed Mode): AI query content (in transit only)

Important notes:

- AI query content is processed in transit only in Managed Mode
- Serial terminal data, logs, macros, and scripts remain on the User's device
- In BYOK Mode, the Operator does not process AI query content
- Lemon Squeezy processes payment data as an independent controller (Merchant of Record), not as a sub-processor under this DPA

Nature and Purpose of Processing (Processor Scope):

- Processing AI queries on behalf of the User in Managed Mode (forwarding to AI model, returning responses)
- Transient processing of AI query metadata strictly necessary for the delivery of the AI processing service

For the avoidance of doubt, installation analytics, conversion tracking, billing, licensing, diagnostics, support, account management, and abuse prevention are performed by the Operator in its independent controller capacity and are described in the Privacy Policy.

Duration of Processing (Processor Scope):

- AI query content: transit only; temporary diagnostic logs deleted without undue delay once the purpose has been fulfilled.
- AI query metadata (processor scope): for the duration of the processing operation; retained only to the extent necessary for billing reconciliation and diagnostics, then deleted or anonymized.

2.3 Sub-processors (Processor Scope)

The following sub-processors are engaged by the Operator for processing within the scope of this DPA (processor capacity). Sub-processors engaged by the Operator for its own controller-capacity processing (e.g. Lemon Squeezy for billing) are not listed here and are described in the Privacy Policy (§6).

2.3.1 Cloudflare (Infrastructure/CDN)

- **Location:** Global (EU configuration)
- **Purpose:** Application hosting (Worker, KV Store), CDN — to the extent technically necessary for processing AI queries in Managed Mode
- **Data:** AI query content and metadata in transit (Managed Mode only)

2.3.2 AI Model Providers (Managed Mode)

- **Location:** United States / European Union (depends on model and routing)
- **Purpose:** AI query processing
- **Data:** AI query content (in transit only)

Sub-processor changes:

The Operator will notify Users of significant changes to Sub-processors.

2.4 User Instructions

The Operator will Process Personal Data within the scope of this DPA only in accordance with User's documented instructions, unless required by law to do otherwise. The Agreement together with this DPA constitute the User's complete documented instructions to the Operator only with respect to Personal Data processed by the Operator as a processor on behalf of the User within the scope of this DPA. This provision does not apply to Personal Data processed by the Operator in its independent controller capacity.

3. Security Measures

3.1 Technical and Organizational Measures

The Operator implements and maintains appropriate measures including:

Technical Measures:

- Encryption in transit (TLS 1.2+) and at rest
- Access controls and authentication
- Regular security updates
- Infrastructure security via cloud providers
- Transit-only processing of AI query content (Managed Mode) — no permanent storage

Organizational Measures:

- Limited access on need-to-know basis
 - Incident response procedures
 - Regular data protection reviews
 - Data minimization — processing only data necessary for service delivery
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4. International Data Transfers

4.1 Transfer Mechanisms

For transfers outside the EEA/UK, the Operator ensures appropriate safeguards:

- **Standard Contractual Clauses** (SCCs) within the meaning of Art. 46(2)(c) GDPR
- **Adequacy decisions** where applicable
- Other lawful transfer mechanisms permitted by applicable law

4.2 Transfer Impact Assessment

Available upon request.

5. Data Subject Rights

5.1 Assistance with Requests

The Operator will:

- Promptly notify User of any Data Subject request received
- Assist User in responding to requests (access, deletion, portability, etc.)
- Not respond directly to Data Subjects unless authorized by User

5.2 Tools Available

- Deletion of personal data upon request (subject to legal requirements)
 - Information about scope of processed data upon request
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6. Security Incidents

6.1 Notification

- The Operator will notify User without undue delay upon becoming aware of a Security Incident
- Notification will include available information about the incident

6.2 Cooperation

The Operator will:

- Investigate the Security Incident
 - Take reasonable steps to mitigate effects
 - Provide reasonable assistance to User
 - Document all Security Incidents
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7. Compliance

7.1 Demonstrations of Compliance

The Operator will provide this Data Processing Agreement for GDPR adherence.

8. Data Retention and Deletion

8.1 Data Deletion

The Operator will delete Personal Data processed within the scope of this DPA (processor capacity) upon User's instruction.

Deletion of Installation Data and Operational Data processed by the Operator as an independent controller is governed by the Privacy Policy (§5) and applicable data protection law, and is not subject to instructions under this DPA.

8.2 Deletion Upon Termination

Upon termination, the Operator will:

- Delete or return Personal Data processed within the scope of this DPA (processor capacity) at User's choice
- Provide confirmation of deletion upon request
- Exception: Retention required by law

Installation Data and Operational Data processed by the Operator as independent controller will be retained and deleted in accordance with the Privacy Policy (§5).

9. Liability

9.1 Liability Cap

As set forth in the Agreement between the parties.

9.2 Indemnification

Each party will defend and indemnify the other against claims arising from its breach of this DPA.

10. California Privacy Rights (CCPA)

10.1 Additional Terms for California Personal Information

- The Operator is a “Service Provider” as defined by CCPA
 - Will not sell California Personal Information
 - Will not retain, use, or disclose for any purpose other than providing Services
 - Will provide reasonable assistance with Consumer requests
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11. General Provisions

11.1 Modification

This DPA may only be modified in writing.

11.2 Conflict

In case of conflict between this DPA and the Agreement, this DPA prevails for data protection matters.

11.3 Governing Law

As specified in the Agreement.

11.4 Severability

If any provision is invalid, the remainder continues in effect.

12. Agreement

This DPA is pre-executed by the Operator and becomes effective when User downloads it from comio.studio/legal. By downloading and using this DPA for compliance purposes, User acknowledges and agrees to the terms herein. No additional signatures are required.

This DPA is available for download at: comio.studio/legal

Appendix 1: Data Processing Description (Processor Scope Only)

This Appendix describes only the processing carried out by the Operator as a processor on behalf of the User. Processing carried out by the Operator as an independent controller (Installation Data, Operational Data) is described in the Privacy Policy and is not covered by this Appendix.

1. **Subject Matter:** Processing of AI query content in Managed Mode on behalf of the User
2. **Duration:** Transit only; temporary diagnostic logs deleted without undue delay once the purpose has been fulfilled
3. **Nature and Purpose:** Forwarding AI queries to AI model providers, returning responses, transient processing of query metadata for billing reconciliation and diagnostics
4. **Categories of Data:** AI query content, AI query metadata (timestamp, model, token usage, status)
5. **Categories of Data Subjects:** Users submitting AI queries in Managed Mode; individuals whose personal data may appear in AI query content
6. **User Obligations:** Ensure lawful basis for submitting personal data in AI queries, provide necessary notices to Data Subjects
7. **User Rights:** Instructions (within processor scope), data subject request assistance