

Title: Data Processing Addendum (DPA)

Last Updated: January 1, 2024

Company: SoftDAB LLC

Address: Kyiv, Ukraine

Email (Legal): legal@softdab.tech

Email (DPO): dpo@softdab.tech

Preamble

This Data Processing Addendum (“DPA”) forms part of the service agreement (“Agreement”) between SoftDAB LLC (“Processor”, “we”, “us”) and the client entity (“Controller”, “you”) and governs our processing of Personal Data on your behalf in connection with the provision of software development and related services. This DPA reflects the parties’ agreement with respect to the requirements of the EU General Data Protection Regulation 2016/679 (“GDPR”) and, where applicable, corresponding UK and other data protection laws.

1. Definitions

- “Controller” means the entity that determines the purposes and means of the Processing of Personal Data.
- “Processor” means the entity that Processes Personal Data on behalf of the Controller.
- “Personal Data” has the meaning set forth in the GDPR.
- “Processing” means any operation or set of operations performed on Personal Data, such as collection, storage, use, disclosure, or deletion.
- “Data Subject” means an identified or identifiable natural person to whom the Personal Data relates.
- “EEA” means the European Economic Area.
- “Sub-processor” means any Processor engaged by us to assist in Processing Personal Data on your behalf.
- “Standard Contractual Clauses” or “SCCs” means the applicable standard contractual clauses for international data transfers adopted by the European Commission (and/or the UK Addendum where relevant).

2. Scope and Roles

2.1 Roles. As between the parties, you are the Controller and we are the Processor of the Personal Data described in Annex I of this DPA.

2.2 Instructions. We will Process Personal Data only on your documented instructions as set forth in the Agreement and this DPA, unless required to do so by applicable law. In such a case, we will inform you of that legal requirement before Processing, unless the law prohibits such information.

3. Nature and Purpose of Processing; Types of Data; Data Subjects

3.1 Purpose. We Process Personal Data to provide software development, dedicated team services, support, maintenance, DevOps, and related professional services under the Agreement.

3.2 Nature. Processing operations may include collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, alignment, restriction, erasure, and destruction, as needed to provide the services.

3.3 Categories of Personal Data. Contact data (names, email addresses, phone numbers), professional details (job titles, company), project communications, technical identifiers, usage and analytics data, and other Personal Data provided by you or Data Subjects.

3.4 Data Subjects. Client personnel, end users of developed applications, and website visitors (as applicable).

3.5 Duration. Processing will continue for the term of the Agreement and any additional period necessary to comply with legal obligations or legitimate business purposes, unless otherwise instructed by you.

4. Controller Responsibilities

You are responsible for: (a) the accuracy, quality, and lawfulness of the Personal Data and the means by which you acquired it; (b) ensuring that your instructions comply with applicable laws; and (c) providing required notices to and obtaining any necessary consents from Data Subjects.

5. Confidentiality

We ensure that persons authorized to Process Personal Data are bound by appropriate confidentiality obligations and receive appropriate data protection and security training.

6. Security Measures

6.1 We implement appropriate technical and organizational measures to protect Personal Data, including:

- Encryption in transit and at rest, where appropriate;
- Access controls, authentication, and least-privilege principles;
- Network and application security, secure development practices;
- Logging, monitoring, and incident response procedures;
- Regular updates, vulnerability management, and security assessments.

6.2 A current description of key security measures is provided in Annex II.

7. Sub-processors

7.1 Authorization. You authorize us to engage Sub-processors to provide parts of the services. We will impose data protection obligations on Sub-processors that are no less protective than those set out in this DPA.

7.2 Current Sub-processors. Typical categories include:

- Cloud Infrastructure: AWS, Microsoft Azure;

- Collaboration/Communication: Slack, Microsoft Teams;
- Development/Project Management: GitHub, Jira.

7.3 Changes. We will notify you of changes to Sub-processors and provide an opportunity to object on reasonable grounds. If you object, we will work in good faith to find an alternative solution.

8. International Data Transfers

8.1 Transfers. Where Processing involves the transfer of Personal Data outside the EEA/UK to a country that does not ensure an adequate level of protection, we will rely on appropriate safeguards, such as SCCs with the UK Addendum (where applicable), or other mechanisms recognized by data protection laws.

8.2 Assistance. We will provide reasonable assistance for documenting the applicable transfer mechanism upon request.

9. Data Subject Rights

Taking into account the nature of Processing, we will assist you by appropriate technical and organizational measures, insofar as possible, for the fulfillment of your obligations to respond to Data Subject requests (access, rectification, erasure, restriction, portability, and objection).

10. Personal Data Breach

In the event of a Personal Data Breach, we will notify you without undue delay and, in any case, no later than 72 hours after becoming aware, and provide information reasonably required to support your assessment and notifications.

11. Data Protection Impact Assessments and Prior Consultation

We will provide reasonable assistance to you with data protection impact assessments (DPIAs) and prior consultations with supervisory authorities, to the extent required by law and related to the services.

12. Return and Deletion of Data

Upon termination or expiry of the services, at your choice, we will delete or return all Personal Data and delete existing copies, unless applicable law requires storage. If deletion is not feasible, we will continue to protect the data in accordance with this DPA.

13. Audits

13.1 Upon reasonable prior notice, and no more than once annually (unless there is a substantiated suspicion of non-compliance), you may audit our compliance with this DPA through an independent auditor. Audits will be conducted during normal business hours, in a manner that minimizes disruption, and subject to confidentiality obligations.

13.2 Where available, we may provide summary audit reports or certifications to address audit requests.

14. Liability and Indemnification

Liability and indemnification will be governed by the limitations and terms set forth in the Agreement. Nothing in this DPA limits the parties' liability for breach of applicable data protection laws to the extent such limitation is not permitted by law.

15. Order of Precedence

In case of conflict between this DPA and the Agreement, this DPA will control with respect to the Processing of Personal Data. Where SCCs or other transfer mechanisms apply, those shall prevail to the extent of conflict.

16. Miscellaneous

If any provision of this DPA is held invalid, the remainder shall remain in full force and effect. This DPA may be executed in counterparts and delivered electronically.

Annex I — Details of Processing

- A. Subject Matter: Provision of software development, dedicated team services, and related technical services.
- B. Nature and Purpose: As described in Sections 3.1–3.2; to build, support, and operate software solutions for the Controller.
- C. Types of Personal Data: Contact data; professional data; project communications; technical identifiers; usage and analytics data; any other data provided by the Controller.
- D. Categories of Data Subjects: Client personnel; end users of developed applications; website visitors (as applicable).
- E. Duration of Processing: For the term of the Agreement, and as required for legal or legitimate business purposes.
- F. Controller's Instructions: Process Personal Data solely to provide the services under the Agreement and this DPA.

Annex II — Security Measures (Summary)

- Governance: security policies; roles and responsibilities; staff training; confidentiality agreements.
- Access Management: role-based access control; multi-factor authentication where appropriate; periodic access reviews.
- Data Protection: encryption in transit (TLS) and at rest (where applicable); data minimization; backups and recovery procedures.
- Development Security: secure SDLC practices; code reviews; dependency and vulnerability management; secrets management.

- Monitoring & Incident Response: logging and monitoring; alerting; incident response and breach notification procedures.
- Physical & Cloud Security: hardened cloud configurations; segmentation; least privilege; regular posture assessments.

Annex III — Sub-processors (Categories)

- Cloud Infrastructure Providers: AWS, Microsoft Azure.
- Development/Project Management Tools: GitHub, Jira.
- Communication/Collaboration Tools: Slack, Microsoft Teams.
- Optional/As Needed: Email delivery providers, analytics tools, and other service-specific vendors mutually agreed upon.

Signatures

For Controller:

Name:

Title:

Date:

Signature:

For Processor (SoftDAB LLC):

Name:

Title:

Date:

Signature: