

HOSTED AI INC.
DATA PROCESSING AGREEMENT

Between hosted-ai and its Service Provider / Customer under the Master License Agreement

Effective Date: 21/07/2026

CONFIDENTIAL

This document contains confidential and proprietary information of Hosted AI Inc.

1. Introduction and Incorporation

This Data Processing Agreement ("DPA") is entered into between Hosted AI Inc., a Delaware corporation ("hosted-ai," "we," "us" or "our") and the entity identified as "Customer" in the Master License Agreement between hosted-ai and Customer (the "MSA"). This DPA is the "DPA" referenced in, and incorporated by reference into, Section 2 (Structure of the Agreement) and Section 10 (Data Protection) of the MSA General Terms and Conditions, and is available on an ongoing basis at <https://hosted.ai/legal/dpa>.

This DPA applies whenever hosted-ai Processes Personal Data on behalf of Customer in connection with the Services, including Personal Data relating to Customer's own personnel and, where applicable, Customer's end users of the Services ("End Users"). Where hosted-ai's Software is used to provide a GPU-as-a-Service offering to Customer's End Users, the additional End User-facing disclosures at the hosted-ai End User Data Processing & Sub-Processor Disclosure Addendum (the "End User DPA Addendum") describe the specific, limited data that flows from that Software to hosted-ai; this DPA governs hosted-ai's obligations as a Processor or Sub-processor with respect to any Personal Data within that data flow, and with respect to Personal Data hosted-ai processes about Customer's own personnel in administering the MSA.

Consistent with Section 3 of the MSA (Order of Precedence), this DPA prevails over the MSA, its Schedules, and any Order in respect of the Processing of Personal Data. Capitalized terms not defined in this DPA have the meanings given in the MSA.

2. Definitions

"Applicable Data Protection Laws" means all data protection and privacy laws applicable to the Processing of Personal Data under this DPA, including, as applicable, the EU General Data Protection Regulation 2016/679 ("EU GDPR"), the UK GDPR and Data Protection Act 2018 ("UK GDPR"), and the California Consumer Privacy Act as amended by the California Privacy Rights Act ("CCPA/CPRA").

"Controller" means the entity that determines the purposes and means of the Processing of Personal Data (or, under CCPA/CPRA, a "Business").

"Customer Personal Data" means any Personal Data Processed by hosted-ai on behalf of Customer in connection with the Services, including: (a) Personal Data of Customer's authorized administrative, billing, and technical contacts; and (b) to the extent applicable per the End User DPA Addendum, Personal Data relating to Customer's End Users that hosted-ai Processes as a Sub-processor.

"Data Subject" means the identified or identifiable natural person to whom Personal Data relates.

"Personal Data" means any information relating to an identified or identifiable natural person, as defined under Applicable Data Protection Laws.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data.

"Processing" (and "Process") means any operation performed on Personal Data, whether or not by automated means, as defined under Applicable Data Protection Laws.

"Processor" means the entity that Processes Personal Data on behalf of a Controller (or, under CCPA/CPRA, a "Service Provider" or "Contractor").

"Standard Contractual Clauses" or **"SCCs"** means the standard contractual clauses for the transfer of personal data to third countries approved by the European Commission (Commission Implementing Decision (EU) 2021/914), and, for transfers subject to UK GDPR, the UK's International Data Transfer Addendum to those clauses (the "UK Addendum").

"Sub-processor" means any third party (including a hosted-ai Affiliate) engaged by hosted-ai to Process Customer Personal Data on hosted-ai's behalf.

3. Roles of the Parties

As between hosted-ai and Customer, Customer is the Controller (or, where Customer itself Processes Personal Data on behalf of its own End Users, the Processor) of Customer Personal Data, and hosted-ai is the Processor (or Sub-processor, as applicable) that Processes Customer Personal Data solely on behalf of, and under the documented instructions of, Customer, as described in this DPA. Where Customer acts as a Processor with respect to its End Users' Personal Data, hosted-ai acts as a Sub-processor, and Customer represents that it is authorized to give hosted-ai instructions with respect to such Personal Data, including entering into this DPA on behalf of any applicable Controller.

For purposes of the CCPA/CPRA, hosted-ai is a Service Provider (or, where applicable, a Contractor) with respect to Customer Personal Data that constitutes personal information under that law, and the terms of Section 10 of this DPA apply.

4. Scope and Details of Processing

The subject matter, duration, nature and purpose of Processing, and the categories of Data Subjects and Personal Data Processed under this DPA are described in Annex 1 (Details of Processing). hosted-ai shall Process Customer Personal Data only for the purposes described in Annex 1 and as necessary to provide the Services under the MSA.

5. Processing on Customer's Instructions

hosted-ai shall Process Customer Personal Data only on the documented instructions of Customer, which shall consist of the MSA, the applicable Order, this DPA, (including Customer's instruction to transfer Customer Personal Data internationally in accordance with Section 13) , and any additional written instructions given by Customer and agreed by hosted-ai, unless Processing is required by law applicable to hosted-ai, in which case hosted-ai shall inform Customer of that legal requirement before Processing, unless the law prohibits such notice on important grounds of public interest. hosted-ai shall promptly notify Customer if, in hosted-ai's opinion, an instruction infringes Applicable Data Protection Laws.

6. Confidentiality of Personnel

hosted-ai shall ensure that any person it authorizes to Process Customer Personal Data (including its employees, agents, and contractors) is subject to a binding written obligation of confidentiality, whether by contract or statutory duty, and Processes Customer Personal Data only as necessary to perform that person's role.

7. Security of Processing

hosted-ai shall implement and maintain appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk, consistent with Section 12 (Information Security) of the MSA and as further described in Annex 2 (Technical and Organizational Security Measures). hosted-ai may update these measures from time to time provided that such updates do not materially decrease the overall level of protection.

8. Sub-processors

8.1 General Authorization

Customer generally authorizes hosted-ai to engage Sub-processors to Process Customer Personal Data in connection with the Services. hosted-ai's current list of Sub-processors is available at <https://hosted.ai/legal/subprocessors> and is set out for reference in Annex 3.

8.2 Notice and Objection

hosted-ai shall provide Customer with at least thirty (30) days' advance notice (by posting an update to the list referenced in Section 8.1 and, where Customer has provided a designated notice contact, by email) before engaging a new Sub-processor. Customer may object to a new Sub-processor within thirty (30) days of such notice on reasonable data-protection grounds. If Customer objects, the parties shall discuss in good faith a commercially reasonable resolution; if none is reached within a further thirty (30) days, Customer's sole remedy is to terminate the affected Order without penalty by written notice to hosted-ai, consistent with Section 20 of the MSA.

8.3 Flow-Down Obligations

hosted-ai shall impose on each Sub-processor, by written contract, data protection obligations materially equivalent to those set out in this DPA, and shall remain liable to Customer for each Sub-processor's performance of those obligations to the same extent hosted-ai would be liable for performing the services itself.

9. Assistance with Data Subject Requests

Taking into account the nature of the Processing, hosted-ai shall provide reasonable assistance to Customer, at Customer's expense for any material additional cost, to enable Customer to respond to requests from Data Subjects to exercise their rights under Applicable Data Protection Laws (including access, rectification, erasure, restriction, portability, and objection). If hosted-ai receives a request directly from a Data Subject concerning Customer Personal Data, hosted-ai shall promptly inform Customer and shall not itself respond to the request except as necessary to confirm receipt and redirect the Data Subject to Customer, unless otherwise required by law.

10. CCPA/CPRA Terms

To the extent hosted-ai Processes Customer Personal Data that constitutes "personal information" under the CCPA/CPRA, hosted-ai shall:

- Process such personal information only for the business purposes specified in the MSA and this DPA, and not retain, use, or disclose it for any other purpose, including any commercial purpose other than providing the Services;
- not sell or share such personal information, as those terms are defined under the CCPA/CPRA;
- not combine such personal information with personal information hosted-ai receives from other sources, except as permitted under the CCPA/CPRA for the purpose of detecting security incidents or verifying quality; and
- comply with applicable restrictions and requirements of the CCPA/CPRA that apply to a Service Provider or Contractor, and certify that it understands and will comply with the same.

11. Data Protection Impact Assessments and Prior Consultation

hosted-ai shall provide reasonable assistance to Customer, at Customer's expense for any material additional cost, with any data protection impact assessment and, where required, prior consultation with a supervisory authority, that Customer reasonably considers necessary in connection with the Processing of Customer Personal Data under the MSA, taking into account the nature of the Processing and information reasonably available to hosted-ai.

12. Personal Data Breach Notification

hosted-ai shall notify Customer without undue delay, and in any event within the timeframe required by Applicable Data Protection Laws, after becoming aware of a Personal Data Breach affecting Customer Personal Data, consistent with Section 12 (Information Security) of the MSA. Such notice shall include, to the extent known at the time and as subsequently updated, a description of the nature of the Personal Data Breach, the categories and approximate number of Data Subjects and records concerned, the likely consequences, and the measures taken or proposed to address the Personal Data Breach and mitigate its effects. hosted-ai shall reasonably cooperate with Customer's investigation and any notifications Customer is required to make to supervisory authorities or affected Data Subjects.

13. International Data Transfers

hosted-ai may Process Customer Personal Data, and transfer it internationally, in accordance with Section 11 (Data Residency) of the MSA. Where hosted-ai transfers Customer Personal Data originating in the European Economic Area, the United Kingdom, or Switzerland to a country not recognized as providing an adequate level of data protection, the transfer shall be governed by the Standard Contractual Clauses (including the UK Addendum, where applicable), the details of which are set out in Annex 4, which are hereby incorporated into this DPA by reference, with hosted-ai as the data importer. Where hosted-ai maintains a valid self-certification under the EU-U.S. Data Privacy Framework (or successor framework) covering the relevant transfer, that certification may be relied upon as an additional or alternative transfer mechanism.

14. Audit Rights

hosted-ai shall make available to Customer all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, conducted by Customer or an auditor mandated by Customer, subject to and in accordance with Section 18 (Audit Rights) of the MSA. hosted-ai may satisfy this obligation, in whole or in part, by providing Customer with a current third-party audit report (such as a SOC 2 Type II report), summary of penetration test results, or equivalent certification, where reasonably sufficient to demonstrate compliance and where an on-site audit is not otherwise required by Applicable Data Protection Laws.

15. Return or Deletion of Customer Personal Data

On termination or expiration of the MSA, hosted-ai shall make Customer Personal Data available for export and shall thereafter delete it from hosted-ai's production systems, in each case in accordance with Section 20.8 (Effect of Termination) of the MSA, subject to any retention required by legal hold, backup-cycle retention, or Applicable Data Protection Laws.

16. Liability

Each party's liability arising out of or in connection with this DPA is subject to the limitations and exclusions set out in Section 14 (Limitation of Liability) of the MSA, except to the extent Applicable Data Protection Laws prohibit the limitation of liability for the type of claim at issue (for example, statutory liability to a Data Subject or a supervisory authority), in which case such liability is not limited by this DPA or the MSA. Nothing in this DPA relieves either party of any liability it may have directly to a Data Subject or supervisory authority under Applicable Data Protection Laws.

17. Precedence, Term, and General Terms

This DPA takes effect on the Effective Date of the MSA (or, if later, the date Customer's Processing of Personal Data through the Services begins) and remains in effect for as long as hosted-ai Processes Customer Personal Data under the MSA. This DPA is governed by the same governing law and dispute-resolution provisions as the MSA (Section 23.1), except that, to the extent the Standard Contractual Clauses incorporated under Section 13 apply to a given transfer, those clauses are governed by their own governing law as specified therein. Section 23 (Miscellaneous) of the MSA applies to this DPA as if set out in full, including with respect to notices, amendment, severability, and waiver.

Questions regarding this DPA may be directed to legal@hosted.ai.

Annex 1 — Details of Processing

Subject Matter

hosted-ai's provision of the GPU pool virtualization and orchestration Software and related Services to Customer under the MSA, including account administration, billing, support, and the telemetry-related processing described in the End User DPA Addendum.

Duration

For the duration of the MSA and any applicable Order, plus any post-termination retention period described in Section 20.8 of the MSA or Section 15 of this DPA.

Nature and Purpose of Processing

Hosting, storage, transmission, and other processing operations necessary to: provide, operate, secure, and support the Services; administer Customer's account, billing, and support relationship with hosted-ai; and, where applicable, collect and process Platform Telemetry as described in the End User DPA Addendum.

Categories of Data Subjects

- Customer's authorized administrative, billing, technical, and support contacts;
- Customer's End Users, only to the extent, if any, that Platform Telemetry or other data becomes reasonably identifiable to an individual End User, as described in Section 3.3 of the End User DPA Addendum.

Categories of Personal Data

- Contact information (name, business email address, phone number, job title);
- Account and authentication identifiers (usernames, license key identifiers);
- Billing and invoicing contact information (excluding full payment card or bank account numbers, which are handled by a dedicated payment processor);
- System and usage logs, only to the extent linked to an identifiable individual as described above.

Special Categories of Personal Data

None. The parties do not anticipate the Processing of special categories of Personal Data (as defined under Applicable Data Protection Laws) under the MSA.

Annex 2 — Technical and Organizational Security Measures

- Access control: role-based access control and multi-factor authentication for systems handling Customer Personal Data;
- Encryption: encryption of Customer Personal Data in transit, and encryption at rest for stored account, billing, and telemetry data;
- Tenant isolation: logical isolation between tenants within the Container Orchestration Environment, consistent with the architecture described in the EULA;

- Logging and monitoring: centralized logging and monitoring of access to production systems, with alerting on anomalous access patterns;
- Incident response: a documented security incident response plan, tested periodically, supporting the notification obligations in Section 12;
- Personnel security: confidentiality obligations and periodic security awareness training for personnel with access to Customer Personal Data;
- Vendor management: security review of Sub-processors prior to engagement and periodically thereafter;
- Vulnerability management: routine vulnerability scanning and patch management for systems supporting the Services;
- Business continuity: backup and disaster recovery procedures designed to restore availability of the Services following a disruptive incident.

These measures are illustrative of the level of security hosted-ai maintains as of the Effective Date and are consistent with, and do not expand beyond, Section 12 (Information Security) of the MSA. hosted-ai may update specific measures over time provided the overall level of protection is not materially reduced.

Annex 3 — Sub-processors

hosted-ai's current list of Sub-processors engaged to Process Customer Personal Data is maintained at <https://hosted.ai/legal/subprocessors> and updated from time to time in accordance with Section 8 of this DPA. As of the Effective Date, categories of Sub-processors include:

- cloud infrastructure and hosting providers supporting production systems;
- customer relationship management, billing, and support-ticketing providers;
- monitoring, logging, and security-tooling providers.

[Insert current named Sub-processor list, or a durable link, before publishing this DPA.]

Annex 4 — International Transfer Mechanism

Where required under Section 13 of this DPA, the parties incorporate the Standard Contractual Clauses as follows:

- Module Two (Controller to Processor) applies where Customer is a Controller of the transferred Personal Data;
- Module Three (Processor to Processor) applies where Customer is a Processor of the transferred Personal Data;
- Customer is the data exporter and hosted-ai is the data importer;
- the optional docking clause (Clause 7) is not used;
- Clause 9(a) option 2 (general written authorization for Sub-processors) applies, with the time period for prior notice of Sub-processor changes as set out in Section 8.2 of this DPA;

- the optional redaction of Annex I.C (competent supervisory authority) is completed based on Customer's country of establishment or, where Customer is not established in the EEA, the supervisory authority of the EEA member state in which Customer's representative is established, or Ireland as a default;
- for UK transfers, the UK Addendum is incorporated to apply the Clauses with the modifications required for UK GDPR;
- the technical and organizational measures in Annex 2 of this DPA serve as Annex II to the Clauses, and the processing details in Annex 1 of this DPA serve as Annex I to the Clauses.

Last updated: July 2026. This DPA is the document referenced throughout the MSA, the EULA, and the End User DPA Addendum at <https://hosted.ai/legal/dpa>.