OPBOX LIMITED

Data Processing Agreement

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In short. This DPA forms part of the Agreement and governs Opbox's processing of personal data as processor on a customer's behalf. It satisfies Article 28 of the UK GDPR.

This DPA forms part of the Agreement and applies to the processing of Personal Data by Opbox on behalf of the Customer. Terms defined in the Terms have the same meaning here.

1. Roles and Scope

1.1 The Customer is the controller and Opbox is the processor in respect of Personal Data uploaded or connected to the Platform by the Customer or its Users.

1.2 Opbox is a controller in respect of account, User, billing, support and platform-usage data, and processes that data in accordance with its privacy policy.

1.3 The details of the processing carried out by Opbox as processor are set out in Annex 1.

2. Processing Instructions

2.1 Opbox will process Personal Data only on the Customer's documented instructions, which comprise the Agreement, the configuration choices made by the Customer within the Platform (including any connection to third-party tools or large language models), and any further written instructions agreed by the parties, unless required to process by law, in which case Opbox will inform the Customer unless legally prohibited.

2.2 Opbox will inform the Customer if, in its opinion, an instruction infringes the Data Protection Laws. Opbox has no obligation to verify the Customer's lawful basis, transparency notices or entitlement to share the Personal Data.

3. Confidentiality and Personnel

3.1 Opbox will ensure that persons authorised to process Personal Data are subject to a duty of confidentiality, receive appropriate data protection training, and access Personal Data only on a least-privilege basis as necessary to perform their role.

4. Security

4.1 Opbox will implement and maintain appropriate technical and organisational measures in accordance with Article 32 of the UK GDPR, as described in Annex 2.

5. Sub-processors

5.1 The Customer gives Opbox general written authorisation to appoint sub-processors, subject to clause 10 of the Terms.

5.2 Opbox will give notice of the addition or replacement of a sub-processor. The Customer may object on reasonable data protection grounds within 14 days. If an objection cannot be resolved, the Customer's sole remedy is to terminate the affected service, without refund of Fees already paid.

5.3 Opbox will impose data protection obligations on each sub-processor which are materially equivalent to those in this DPA and remains fully liable to the Customer for each sub-processor's performance.

6. Special Category and Criminal Offence Data

6.1 The Customer must not upload or connect special category personal data or personal data relating to criminal convictions and offences unless expressly permitted in writing by the parties, with any additional safeguards so agreed.

7. International Transfers

7.1 Backups of Customer Data are held within the EEA. Infrastructure and personnel access may be global, including from outside the UK and EEA.

7.2 Where such access or transfer constitutes a restricted transfer, the parties agree to the transfer mechanisms set out in Annex 3, together with such supplementary measures as are required by the Data Protection Laws.

8. Data Subject Rights

8.1 Taking into account the nature of the processing, Opbox will assist the Customer by appropriate technical and organisational measures, so far as is reasonably possible, to respond to requests from data subjects exercising their rights.

8.2 Opbox will promptly notify the Customer if it receives a request from a data subject relating to the Customer's Personal Data, and will not respond to that request itself other than to direct the data subject to the Customer, unless legally required to do so.

9. Assistance and Personal Data Breach

9.1 Opbox will provide reasonable assistance to the Customer with its obligations under Articles 32 to 36 of the UK GDPR, taking into account the nature of processing and the information available to Opbox.

9.2 Opbox will notify the Customer of any personal data breach affecting the Customer's Personal Data without undue delay, and in any event within 48 hours of becoming aware of it. The notification will include the information reasonably available to Opbox at that time, and Opbox will provide further information as it becomes available.

9.3 Opbox will cooperate with the Customer and take reasonable steps to mitigate and remediate the breach. A notification or response under this clause is not an acknowledgement of fault or liability.

10. Deletion and Return

10.1 On expiry or termination of the Agreement, Opbox will delete all Personal Data received from the Customer within 7 days of the close of the export window under clause 20.3 of the Terms, subject to encrypted backup rotation cycles and to any retention required by law. Opbox will provide a certificate of deletion on written request.

10.2 The Customer has a 30-day post-termination export window under clause 20.3 of the Terms. The Customer must export any Personal Data it requires before that window closes.

11. Information and Audit

11.1 Opbox will make available to the Customer the information reasonably necessary to demonstrate compliance with Article 28 of the UK GDPR, and will allow for and contribute to audits, in each case in accordance with clause 23 of the Terms.

12. Liability and Precedence

12.1 Liability under this DPA is subject to, and counts towards, the cap on liability in clause 18.3 of the Terms.

12.2 In the event of a conflict between this DPA and the rest of the Agreement, this DPA prevails in respect of the processing of Personal Data only.

13. Term, Updates and Governing Law

13.1 This DPA takes effect on the Effective Date and continues for as long as Opbox processes Personal Data on the Customer's behalf.

13.2 Opbox may update this DPA to reflect changes in the Data Protection Laws, in guidance from a supervisory authority, or in approved transfer mechanisms, in accordance with clause 28 of the Terms.

13.3 This DPA is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Annex 1 — Details of Processing

Subject matter	Provision of the Platform, namely the ingestion, unification, cleansing and presentation of Customer business data, together with related onboarding, support and implementation services.
Duration	The Term, plus the deletion period set out in clause 10.1 of this DPA.
Nature and purpose	Collection, recording, organisation, structuring, storage, adaptation, retrieval, consultation, use, transmission to Customer-selected destinations, restriction and erasure, in each case for the purpose of providing the Platform and related services.
Categories of data subject	Categories reflecting the Customer's source systems, which may include the Customer's employees, workers and contractors; its customers and prospective customers; its suppliers and their personnel; and other business contacts. May be particularised by written agreement between the parties.
Categories of personal data	Categories reflecting ingestion from typical business systems, which may include identifiers and contact details; employment, role and organisational data; financial, transactional, invoicing and payment data; commercial and operational records; correspondence and free-text fields; and system and usage metadata. May be particularised by written agreement between the parties.
Special category data	None, unless expressly permitted in writing by the parties.
Frequency of transfer	Continuous or periodic, depending on the connection method configured by the Customer.

Annex 2 — Technical and Organisational Security Measures

- **Access control and authentication** — role-based, least-privilege access; unique credentials; multi-factor authentication for administrative access; periodic access reviews; prompt revocation on role change or leaver events.
- **Encryption** — encryption of Personal Data in transit using industry-standard protocols and at rest, including for backups.
- **Network and infrastructure security** — hardened cloud infrastructure, firewalling, network segmentation and restricted administrative interfaces.
- **Segregation** — logical separation of customer data and separation of production from non-production environments.
- **Logging and monitoring** — logging of access to Personal Data, retention of audit logs, and monitoring and alerting for anomalous activity.
- **Backup and disaster recovery** — regular encrypted backups held within the EEA, with restoration testing and documented recovery procedures.
- **Personnel** — pre-engagement vetting appropriate to role, written confidentiality obligations, and security and data protection training.
- **Secure development** — secure development lifecycle practices, code review, dependency and vulnerability management, and change control.
- **Vendor management** — due diligence on sub-processors and flow-down of materially equivalent data protection obligations.
- **Incident response** — a documented incident response process covering detection, triage, containment, remediation and notification.

Annex 3 — Transfer Mechanisms

A3.1 Where the UK GDPR applies to a restricted transfer, the parties incorporate the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner, or the International Data Transfer Agreement, as applicable.

A3.2 Where the EU GDPR applies to a restricted transfer, the parties incorporate the Standard Contractual Clauses approved by Commission Implementing Decision (EU) 2021/914, Module Two (controller to processor) or Module Three (processor to processor) as applicable.

A3.3 For the purposes of those clauses: the Customer is the data exporter and Opbox is the data importer; Annex 1 of this DPA supplies the details of processing and the parties' details; Annex 2 supplies the technical and organisational measures; the optional docking clause applies; the supervisory authority is the Information Commissioner (UK) or, for EU transfers, the authority of the exporter's member state; and the governing law and forum are those of England and Wales, or where Clause 17 of the EU SCCs requires an EEA law, the law of Ireland.