DATA PROCESSING ADDENDUM ("DPA")

Last updated: 7 September, 2026

This DPA is incorporated into and forms part of the dx0 Terms of Use and any applicable Order Form (together, the "**Agreement**").

In the event of any conflict between this DPA and the Agreement or any applicable Order Form, this DPA prevails solely with respect to data protection and privacy obligations.

All capitalised terms used in this DPA and not included in the table below have the meaning given to them in the Agreement.

1. Definitions

The following terms have the meanings set out below. Terms not defined here have the meanings given to them in the GDPR.

"**AI**"	means the ability of a machine/system to exhibit human skills, such as reasoning, learning, planning and creativity by analyzing the environment in which they are deployed;
"**AI Legislation**"	means without limitation, Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024 laying down harmonised rules on artificial governing the use of AI;
"**Appropriate Technical and Organisational Measures**"	means the appropriate technical and organisational measures referred to in Data Protection Legislation (including, as appropriate, the measures referred to in Article 32(1) of the GDPR) which may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted;
"**Controller**"	means the Customer (or where the Customer is a Processor, its customer/the Controller), who determines the purposes and means of Processing;
"**Data Protection Commission**"	means the Supervisory Authority in Ireland for the purposes of Article 51 of the GDPR, whose principal administrative offices are at 21 Fitzwilliam Square South, Dublin 2, D02 RD28, Ireland, or any replacement

	Supervisory Authority under Data Protection Legislation, appointed from time to time in Ireland;
"**Data Protection Legislation**"	means the Data Protection Acts 1988 to 2018, the GDPR and, any other applicable law and regulatory requirements relating to the Processing of Personal Data and to privacy including Directive 2002/58/EC and the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011 as such legislation shall be supplemented, amended, revised or replaced from time to time and all guidance and codes of practice issued by a relevant Supervisory Authority, such as the Data Protection Commission, from time to time and which are applicable to a Party;
"**Data Subject**"	has the meaning given to it in Article 4(1) of the GDPR;
"**Delete**"	means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed and **Deleted** shall be construed accordingly;
"**End Clients**"	clients of the Customer;
"**GDPR**"	means the General Data Protection Regulation (EU) 2016/679;
"**Personal Data**"	means any information relating to an identified or identifiable natural person, as defined in Article 4(1) GDPR;
"**Personal Data Breach**"	means any personal data breach as described in the GDPR in respect of the Personal Data and **Personal Data Breaches** shall be interpreted accordingly;
"**Processing**"	means any operation performed on Personal Data, as defined in Article 4(2) GDPR and **Processed**, **Process, Processes** and cognate terms shall be interpreted accordingly;
"**Processor**"	means dx0 (or the Customer where the Customer is a Processor) which Processes Personal Data on behalf of the Controller;
"**Services**"	as defined in Clause 2;
"Source System"	means any third-party enterprise software platform that the Customer connects to the Services, from which dx0 ingests configuration/metadata and to which dx0 may make live API calls to answer Customer queries using AI, including Salesforce, Git providers, marketing platforms,

	and other software platforms, as may be expanded from time to time as dx0 supports additional platforms;
"**Standard Contractual Clauses**"	means the contractual clauses dealing with the transfer of Personal Data outside the EEA, which have been approved by (i) the European Commission; or (ii) adopted by a Supervisory Authority such as the Data Protection Commission and approved by the European Commission under Data Protection Legislation, as may be revised, updated or replaced from time to time;
"**Special Category Data**"	as defined in Article 9 (1) of the GDPR as Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation;
"**Sub-Processor**"	means any third party engaged by a Processor to Process Personal Data (which may be dx0 where acting as a Sub-Processor or any third party appointed by dx0 where dx0 acts as a Processor) in the context of the provision of the Services and includes each of the Sub-Processors set out in Schedule 1; and
"**Supervisory Authority**"	means any court, regulatory agency or authority which, according to applicable laws and/or regulations (including Data Protection Legislation), supervises privacy issues and/or the Processing of Personal Data.

2. Scope and Roles

2.1 This DPA applies to the Processing of Personal Data by dx0 in the course of providing the dx0 platform and related services ("**Services**") to the Customer.

2.2 The Customer is the Controller or Processor and dx0 is the Processor or Sub-Processor in respect of Personal Data processed under this DPA. dx0 is an AI-powered interface that acts as a conduit for Customer generated content. The Customer determines in all cases what content is entered into the dx0 platform. dx0 provides the Processing infrastructure for these actions, but in no circumstances does it control the Personal Data which is uploaded to the platform.

2.3 dx0 will Process Personal Data only to the extent necessary to provide the Services and as otherwise permitted by this DPA.

3. Details of Processing

3.1 The subject matter, nature, purpose, duration, and categories of Personal Data Processed under this DPA are set out below.

3.2 In the course of the provision of the Services, dx0 may Process Personal Data both of Customers and End Clients, depending on the specific usage of the Services by the Customer, including the types of queries submitted and the level of access the Customer has granted dx0 to connect to the relevant source system(s). The Customer is responsible for ensuring that the connection between dx0 and any source system follows the principle of least privilege (i.e. bare minimum permissions), and dx0 will, where reasonably possible and compatible with the functionality of the Services, assist the Customer in configuring appropriate least-privilege access (e.g. Salesforce permission sets). The Customer is responsible for complying with all applicable Data Protection Legislation in respect of the provision of such Personal Data to the Services (as set out in further detail in Clause 5) and, in particular, is responsible for ensuring that it has a lawful basis to Process the relevant Personal Data under Article 5 of the GDPR. The Customer must ensure that its use of the Services is in compliance with AI Legislation and its internal policies in respect of the use of AI.

3.3 dx0 does not intentionally Process Special Category Data and the Processing of Special Category Data is not currently supported by the Services. The Customer must not upload Special Category Data to the Services or connect Source Systems that contain Special Category Data.

Subject matter	Provision of dx0's metadata intelligence platform for connected Source Systems.
Nature of Processing	Collection, storage, retrieval, transmission to Sub-Processors, analysis, and deletion.
Purpose	To provide the Services as described in the Agreement, including metadata analysis, AI-powered explanations, and security assessments of the Customer's connected Source Systems.
Duration	For the term of the Agreement, plus any retention period specified in this DPA or the dx0 Privacy Policy.
Categories of Data Subjects	Authorised employees and contractors of the Customer and of the End Clients (where relevant), in each case who use the Services.
Categories of Personal Data	Account information (name, email address, company name); Source System authentication data (username, Org ID, User ID, or equivalent); usage and application logs; Source System metadata to the extent it contains personal identifiers; and AI agent conversation logs.

4. dxo Obligations

dx0 shall:

4.1 Process Personal Data only on documented instructions from the Customer, including those set out in this DPA and the Agreement. If dx0 is required by applicable law to Process Personal Data for another purpose, dx0 will inform the Customer before such Processing, unless prohibited by law;

4.2 ensure that access to the Customer's Personal Data is limited to those employees who need access to the Personal Data strictly to meet dx0's obligations under this Agreement and/or to comply with Data Protection Legislation and ensure that persons authorised to Process the Personal Data are bound by appropriate confidentiality obligations;

4.3 keep accurate and up-to-date records (including in electronic form) relating to all categories of Processing activities carried out on behalf of the Customer;

4.4 implement and maintain Appropriate Technical and Organisational Measures in accordance with Section 7 (Security) of this DPA;

4.5 not engage Sub-Processors except as described in Section 6 of this DPA;

4.6 assist the Customer in ensuring compliance with its obligations (or the obligations of its customer where the Customer is a Processor) under Articles 32–36 of the GDPR (security, breach notification, data protection impact assessments, and consultation with the Data Protection Commission), taking into account the nature of Processing and the information available to dx0;

4.7 at the Customer's election, Delete or return all Personal Data to the Customer on termination of the Agreement, and Delete existing copies, unless applicable law requires retention for a period of time. dx0's standard Deletion timelines are set out in the dx0 Privacy Policy; and

4.8 make available to the Customer all information reasonably necessary to demonstrate compliance with the obligations set out in this DPA where requested to do so by the Customer.

5. Customer Obligations

5.1 The Customer is responsible for the lawfulness of its instructions to dx0 and for ensuring that it has a valid legal basis for the Processing of Personal Data under applicable Data Protection Legislation and that it is compliant in all respects with applicable Data Protection Legislation.

5.2 The Customer shall ensure that Data Subjects have been informed of the Processing of their Personal Data by dx0, to the extent required by applicable Data Protection Legislation.

5.3 The Customer shall provide such information and such assistance to dx0 as dx0 may reasonably require, and within the timescales reasonably specified by dx0, to allow dx0 to comply with its obligations under Data Protection Legislation.

5.3.1 The Customer shall not instruct dx0 to Process Personal Data in a manner that would violate applicable Data Protection Legislation and shall notify dx0 in writing without delay of any situation or envisaged development that shall in any way influence, change or limit the ability of dx0 to Process its Personal Data as set out in this DPA.

5.3.2 The Customer shall not at any time upload to dx0's platform or any part of the Services, any Special Category Data whether wholly comprising or forming part of any information or documentation inputted by the Customer to the dx0 platform or any part of the Services and the Customer shall (a) procure that its authorised users and any other individuals who may be utilising the Services on its behalf will comply with this sub-clause 5.3.2; and (b) notify, and procure that such authorised users will notify the Customer immediately upon becoming aware of it, of any breach of this sub-clause 5.3.2, whether deliberate or inadvertent and howsoever arising.

5.3.3 The Customer will defend dx0 against any claim, demand, or proceedings made or brought against dX0 by any party arising out of a breach by the Customer of sub-clause 5.3.2 and will indemnify dx0 against any damages, professional fees and costs finally awarded against dx0 as a result, or for any amounts paid by dx0 under a settlement approved by the Customer in writing of, such a claim against dx0, provided that dx0 (i) promptly gives the Customer written notice of such claim against dx0; (ii) gives the Customer sole control of the defence and settlement of such a claim against dx0 (except that the Customer may not settle any such claim against dx) unless it unconditionally releases dx0 of all liability); and give the Customer all reasonable assistance, at the Customer's expense.

6. Sub-processors

6.1 The Customer provides general written authorisation for dx0 to engage the Sub-Processors listed in Schedule 1 of this DPA.

6.2 dx0 shall: (a) enter into a written data processing agreement with each Sub-Processor imposing data protection obligations no less protective than those in this DPA in compliance with Article 28 of the GDPR; and (b) remain liable to the Customer for the acts and omissions of Sub-Processors to the same extent as if dx0 had performed the Processing directly.

6.3 dx0 will notify the Customer of any intended addition or replacement of Sub-Processors by updating Schedule 1 and providing at least 14 days' prior notice by email or via the dx0 website. If the Customer objects to a new Sub-Processor on reasonable data protection grounds, it shall notify dx0 within 14 days of receiving notice. The parties shall endeavour to resolve the objection in good faith. If the parties cannot agree, either party may terminate the affected Services on 30 days' written notice without penalty.

7. Security

7.1 dx0 shall implement and maintain Appropriate Technical and Organisational Measures having regard to the state of technological development and the cost of implementing any measures (and the nature, scope, context and purposes of Processing, as well as the risk to Data Subjects), to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These measures include, without limitation:

7.1.1 AES-256 encryption at rest and TLS 1.2+ in transit;

7.1.2 AWS KMS envelope encryption for Source Systems OAuth tokens;

7.1.3 Server-side session management with httpOnly, Secure, and SameSite cookie flags;

7.1.4 Role-based access controls and least-privilege principles;

7.1.5 Annual independent penetration testing;

7.1.6 ISO 27001 certified Information Security Management System (Certificate No. 26ISMS-1158, Glocert International).

7.2 dx0 will regularly review and update its security measures to account for changes in technology and the risks presented by the Processing.

8. Personal Data Breaches

8.1 In the event of a Personal Data Breach affecting Personal Data Processed under this DPA, dx0 shall notify the Customer without undue delay and in any event within 48 hours of becoming aware of the Personal Data Breach.

8.2 The notification shall include, to the extent known at the time: (a) a description of the nature of the Personal Data Breach; (b) the categories and approximate number of Data Subjects affected; (c) the categories and approximate volume of Personal Data affected; (d) a description of the likely consequences; and (e) the measures taken or proposed to address the incident.

8.3 dx0 will cooperate with the Customer and provide such further information as the Customer reasonably requires to enable it to comply with its own notification obligations (or where the Customer is a Processor, the obligations of its customer/the Controller) under Articles 33 and 34 of the GDPR.

8.4 Notification of a Personal Data Breach does not constitute an acknowledgement of fault or liability by dx0.

9. International Data Transfers

9.1 dx0's primary infrastructure is located in the European Union. Personal Data is not transferred outside the European Economic Area (EEA) in ordinary platform operation, with the exception of transfers to OpenAI as described below.

9.2 When the Customer uses AI-powered features of the Services, targeted Source System metadata snippets are transmitted to OpenAI, Inc., which Processes data in the United States. dx0 relies on the Standard Contractual Clauses adopted by the European Commission (Decision 2021/914) as the lawful transfer mechanism for such transfers. dx0 has entered into a Data Processing Agreement with OpenAI that incorporates these Standard Contractual Clauses.

9.3 dx0 shall not make any other transfers of Personal Data to countries outside the EEA (including via remote access) without implementing an appropriate transfer mechanism under Article 46 GDPR and ensuring that any additional or supplementary measures required to be taken in the context of any such transfers, including but not limited to the requirement to carry out risk assessments and to adopt mitigating measures to ensure essentially equivalent protection for Data Subjects in the jurisdiction of the data importer have been implemented in line with applicable regulatory guidance in this area.

10. Data Subject Rights

10.1 dx0 shall to the extent technically possible and commercially reasonable and taking into account the nature of the Processing, assist the Customer by Appropriate Technical and Organisational Measures to fulfil the Customer's obligation (or where the Customer is a Processor, the obligations of its customer/the Controller) to respond to requests by Data Subjects exercising their rights under Chapter III of the GDPR (including rights of access, rectification, erasure, restriction, portability, and objection).

10.2 Where a Data Subject submits a request directly to dx0, dx0 shall promptly forward the request to the Customer and shall not respond to the Data Subject directly unless instructed to do so by the Customer or required by applicable law.

11. Audit Rights

11.1 dx0 shall, upon reasonable written request from the Customer (not more than once per calendar year, unless a Personal Data Breach has occurred), make available to the Customer information reasonably necessary to demonstrate compliance with this DPA.

11.2 Such information may be provided in the form of: (a) a summary of dx0's current ISO 27001 certification and most recent penetration test report (with commercially sensitive details redacted); or (b) responses to a reasonable written security questionnaire submitted by the Customer.

11.3 Where the Customer reasonably requires an on-site audit, the parties shall agree the scope, timing, and cost in advance. On-site audits shall be conducted during normal business hours with at least 30 days' prior written notice, shall not unreasonably disrupt dx0's operations, and shall be subject to appropriate confidentiality obligations including the requirement for the Customer to sign a non-disclosure agreement. The Customer shall bear the reasonable costs of any on-site audit.

12. Liability

12.1 Each party's liability under this DPA is subject to the limitations of liability set out in the Agreement.

12.2 Each party shall be liable for damage caused by Processing that infringes this DPA or Data Protection Legislation to the extent that it is responsible for such damage, in accordance with Article 82 GDPR.

12.3 dx0 shall not be liable for any failure or breach of this DPA to the extent caused by the Customer's instructions, the Customer's failure to comply with its obligations under this DPA or Data Protection Legislation.

13. Term and Termination

13.1 This DPA is effective from the date the Customer accepts the Agreement and remains in force for the duration of the Agreement plus any retention period specified in this DPA or the dx0 Privacy Policy.

13.2 On expiry or termination of the Agreement for any reason, this DPA shall automatically terminate, subject to any post-termination obligations (including deletion of Personal Data) set out herein.

13.3 Sections 4, 6, 7, 8, 9, 12, and this Section 13 shall survive termination or expiry of this DPA.

Schedule 1

APPROVED SUB-PROCESSORS

1. The current list of approved Sub-processors is available at dx0.io/subprocessors, which is incorporated into and forms part of this DPA. dx0 will update this page and notify the Customer of any changes in accordance with Section 6.3.

2. Transfer mechanism for OpenAI: Standard Contractual Clauses (EU Commission Decision 2021/914), Controller-to-Processor (Module 2).

Schedule 2

EXECUTION (OPTIONAL)

This DPA takes effect automatically, as set out in Section 13.1, upon the Customer's acceptance of the Agreement, regardless of whether it is separately executed below. The signature block below is provided solely as an optional convenience for parties who wish to countersign this DPA for their own internal record-keeping purposes and does not affect the validity, effective date, or binding nature of this DPA.

HappySoup Limited (dx0)		**Customer**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____