

DATA PROCESSING AGREEMENT

HeroDevs, Inc.

Version 2026.1 | Effective Date: June 2, 2026 | Incorporates EU-U.S. DPF, UK Extension, Swiss-U.S. DPF, EU SCCs (2021) & CCPA Service Provider Provisions | Applies to On-Premises Software Services Only

Preamble and Background

This Data Processing Agreement (“DPA”) is entered into between HeroDevs, Inc., a Delaware corporation with its principal place of business at 8850 S 700 E, #2437, Sandy, UT 84070, USA (“HeroDevs”), and the Customer identified in the applicable Order Form or Subscription Agreement (“Customer”).

The parties acknowledge that, depending on the nature of the processing activity, HeroDevs may act as an independent Controller, or in limited circumstances as a Processor on behalf of Customer. The roles of the parties and the applicable obligations for each processing context are set out in this DPA. Where HeroDevs acts as a Processor, it does so only to the extent described in Section 18 of this DPA.

The parties acknowledge the importance of ensuring that all Personal Data is handled in compliance with Applicable Data Protection Laws.

1. Definitions

In this DPA, the following terms shall have the meanings set out below:

“ Applicable Data Protection Laws ”	Any and all laws, regulations, directives, or other binding legal requirements relating to the processing and/or use of Personal Data applicable to HeroDevs’ provision of the Services or to Customer’s use thereof, including: (i) the EU GDPR; (ii) the UK GDPR and UK Data Protection Act 2018; (iii) the Swiss Federal Act on Data Protection (revFADP); (iv) the California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (CCPA/CPRA); and (v) any other applicable national or state data protection laws.
“ Controller ”	The natural or legal person which, alone or jointly with others, determines the purposes and means of the processing of Personal Data. HeroDevs is the Controller for the processing activities described in Section 2.1. Customer is the Controller for the processing activities described in Section 18 (Processor Activities).
“ Customer Personal Data ”	Personal Data provided by or on behalf of Customer to HeroDevs exclusively for the purposes described in Section 18 of this DPA, where HeroDevs acts as Processor.
“ Customer Product Usage Information ”	Aggregated or pseudonymised metrics derived from Customer’s use of the Services that do not include Customer Content or directly identifiable Personal Data.
“ Data Privacy Framework ” or “ DPF ”	The EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and/or the Swiss-U.S. Data Privacy Framework, each as administered by the U.S. Department of Commerce.
“ Data Subject ”	An identified or identifiable natural person to whom Personal Data relates.
“ EEA ”	The European Economic Area, comprising the EU member states, Iceland, Liechtenstein, and Norway.
“ GDPR ”	Regulation (EU) 2016/679 (“EU GDPR”), and where applicable the retained version of the GDPR as it forms part of UK law pursuant to the European Union (Withdrawal) Act 2018 (“UK GDPR”).
“ HeroDevs Personal Data ”	Personal Data processed by HeroDevs as an independent Controller in connection with the Services, as further described in Section 2.1 and Exhibit A, Part B.

“Personal Data”	Has the meaning given under Applicable Data Protection Laws; broadly, any information relating to an identified or identifiable natural person.
“Personal Data Breach”	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed.
“Processing” / “Process”	Has the meaning given under Applicable Data Protection Laws; broadly, any operation or set of operations performed on Personal Data, whether or not by automated means.
“Processor”	A natural or legal person which processes Personal Data on behalf of the Controller. Where HeroDevs acts as Processor, it does so only in the limited circumstances described in Section 18.
“Restricted Transfer”	A transfer of Personal Data from the EEA, the UK, or Switzerland to a country that has not been granted an adequacy decision by the relevant competent authority, except where other appropriate safeguards apply as described in Section 15.
“SCCs”	(i) Where the EU GDPR applies: the Standard Contractual Clauses annexed to European Commission Implementing Decision 2021/914 of 4 June 2021; (ii) where the UK GDPR applies: the International Data Transfer Addendum issued by the UK ICO under s.119A(1) Data Protection Act 2018 (“UK Addendum”); and (iii) where the Swiss revFADP applies: the applicable standard data protection clauses recognised by the FDPIC.
“Security Incident”	A confirmed or reasonably suspected Personal Data Breach.
“Special Categories of Personal Data”	Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health data, or data concerning a natural person’s sex life or sexual orientation.
“Sub-processor”	Any third-party processor engaged by HeroDevs to process Personal Data in connection with the Services, whether in HeroDevs’ capacity as Controller or as Processor.
“TOMs”	The technical and organisational security measures implemented by HeroDevs to protect Personal Data, as described in Exhibit B.

2. Status of the Parties

2.1 HeroDevs as Controller

HeroDevs acts as an independent Controller for the processing of Personal Data for the following legitimate business purposes:

- (a) managing the relationship with Customer, including the creation and management of customer accounts, licensing, and billing;
- (b) conducting internal business operations, including accounting, audit, tax, and financial reporting;
- (c) ensuring the security and integrity of the Services, including identity verification, fraud prevention, and risk management;
- (d) complying with legal and regulatory obligations applicable to HeroDevs; and
- (e) improving and developing HeroDevs’ products and Services through the collection and processing of Customer Product Usage Information.

The processing activities described in this Section 2.1 are further described in Exhibit A, Part B of this DPA. HeroDevs is solely responsible and liable for such processing and will process Personal Data in compliance with Applicable Data Protection Laws and only for the purposes described in this Section 2.1. Customer Content will not be processed for any of the purposes listed in this Section 2.1 unless required under applicable law.

2.2 HeroDevs as Processor — Limited Exception

HeroDevs acts as a Processor only in the limited circumstances described in Section 18 of this DPA, namely where Customer Personal Data is submitted to or incidentally received by HeroDevs through Customer’s use of the Services (for example, through support communications), and HeroDevs processes

such data solely on Customer's documented instructions. The processing activities in HeroDevs' Processor capacity are further described in Exhibit A, Part A of this DPA.

2.3 Customer as Controller or Processor

Customer may be the Controller of Customer Personal Data, or in certain instances the Processor acting on behalf of its own Controller. This DPA will continue to refer to Customer as "Controller" in the context of Section 18 because HeroDevs has no direct relationship with Customer's upstream Controllers. Customer warrants that where it is acting as a Processor, it has the authority of its upstream Controller to enter into this DPA and the applicable SCCs on that Controller's behalf.

3. Details of Processing and Transfer Description

The subject matter, duration, nature, purpose, categories of Personal Data, and categories of Data Subjects for each processing context are set out in Exhibit A to this DPA. To the extent the SCCs apply, the information in Exhibit A shall serve as the basis for the applicable SCC Annexes.

4. HeroDevs' Obligations as Controller

Where HeroDevs processes HeroDevs Personal Data as an independent Controller pursuant to Section 2.1, HeroDevs shall:

- (f) process HeroDevs Personal Data in compliance with Applicable Data Protection Laws and only for the purposes described in Section 2.1;
- (g) implement and maintain appropriate technical and organisational measures to protect HeroDevs Personal Data, as described in Exhibit B;
- (h) ensure that any Sub-processor engaged to process HeroDevs Personal Data is bound by contractual obligations that provide an equivalent level of data protection;
- (i) comply with its obligations as Controller with respect to Data Subject rights under Applicable Data Protection Laws; and
- (j) maintain records of processing activities as required under Article 30 GDPR and equivalent provisions under Applicable Data Protection Laws.

Customer acknowledges that HeroDevs' processing of HeroDevs Personal Data as Controller is governed by HeroDevs' Privacy Statement (available at <https://docs.herodevs.com/legal/privacy-policy>), in addition to this DPA.

5. Customer Obligations as Controller

Customer, acting as Controller (or on behalf of the Controller) with respect to Customer Personal Data processed under Section 18, represents, warrants, and undertakes that:

- (k) it has and will have, at all times, a lawful basis for processing Customer Personal Data and for instructing HeroDevs to process Customer Personal Data on its behalf;
- (l) it has provided, and will continue to provide, all necessary notices and has obtained, and will continue to obtain, all necessary consents from Data Subjects to the extent required by Applicable Data Protection Laws;
- (m) the Customer Personal Data does not include Special Categories of Personal Data, criminal convictions data, or data relating to children under the age of 16, unless Customer has provided prior written notice to HeroDevs and the parties have agreed on additional safeguards in writing; and
- (n) Customer will comply with all Applicable Data Protection Laws in its capacity as Controller, including as to the lawfulness, accuracy, and minimisation of Personal Data provided to HeroDevs.

6. Confidentiality

HeroDevs shall ensure that persons authorised to process Personal Data under this DPA have committed to confidentiality or are under an appropriate statutory obligation of confidentiality. HeroDevs shall ensure that access to Personal Data is limited to those personnel who require access for the purpose of providing the Services or carrying out the processing activities described in this DPA.

7. Security

7.1 Technical and Organisational Measures

HeroDevs shall implement and maintain appropriate TOMs designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of processing, as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons. The TOMs are set out in Exhibit B.

7.2 Updates to TOMs

HeroDevs reserves the right to modify the TOMs set out in Exhibit B, provided that such changes will not result in a material degradation in the protection afforded to Personal Data. HeroDevs shall notify Customer of any changes resulting in material degradation to the TOMs.

7.3 Security Incidents

- (o) Without undue delay, and where feasible no later than 72 hours after HeroDevs' confirmation of a Security Incident affecting Customer's Personal Data processed under this DPA, HeroDevs shall notify Customer.
- (p) Such notification shall include, to the extent available, a high level summary of the following: (i) a description of the nature of the incident, including the categories and approximate number of Data Subjects and records concerned; (ii) the name and contact details of the relevant HeroDevs contact; (iii) a description of the likely consequences of the incident; and (iv) a description of the measures taken or proposed to address the incident, including to mitigate its possible adverse effects.
- (q) Security Incidents shall not include suspected breaches, unsuccessful attempts, or activities that do not compromise the security of Personal Data. The obligations in this Section 7.3 shall not apply to incidents caused by Customer or Customer's users.
- (r) HeroDevs' notification of a Security Incident shall not be construed as an acknowledgement of fault or liability by HeroDevs.

8. Data Subject Rights

8.1 HeroDevs as Controller

To the extent HeroDevs acts as an independent Controller under Section 2.1 and receives a Data Subject request in relation to HeroDevs Personal Data, HeroDevs will comply with the requirements of Applicable Data Protection Laws and handle the request directly.

8.2 HeroDevs as Processor

To the extent HeroDevs acts as a Processor under Section 18 and receives a Data Subject request in relation to Customer Personal Data, HeroDevs will either notify Customer directly or reject the request and inform the Data Subject to contact Customer. Customer is responsible for ensuring such requests are handled in accordance with Applicable Data Protection Laws. HeroDevs will provide reasonable assistance to Customer in fulfilling its obligations in connection with Data Subject requests, taking into account the nature of the processing and the information available to HeroDevs.

9. Data Protection Impact Assessments and Prior Consultation

Upon Customer's written request, HeroDevs shall provide Customer with reasonable cooperation and assistance in fulfilling Customer's obligations under Applicable Data Protection Laws to carry out a data protection impact assessment ("DPIA") related to Customer's use of the Services. HeroDevs shall provide reasonable assistance to Customer in any cooperation or prior consultation with supervisory authorities in relation to such DPIAs, to the extent required under Applicable Data Protection Laws.

10. Government and Legal Access Requests

10.1 General Obligations

HeroDevs shall, unless otherwise prohibited by applicable law (including in order to preserve the confidentiality of an investigation by law enforcement authorities), inform Customer, without undue delay, of:

- (s) any legally binding request for disclosure of Personal Data by a law enforcement authority, government body, regulator, or court; and
- (t) any relevant notice, inquiry, or investigation by a supervisory authority relating to Personal Data processed under this DPA.

10.2 Obligations for Restricted Transfers

To the extent HeroDevs is a data importer under the SCCs and receives a legally binding request for disclosure of Personal Data, HeroDevs agrees that:

- (u) it will attempt to obtain a waiver where the country of destination prohibits HeroDevs from notifying Customer of the legally binding request;
- (v) it will provide as much relevant information as legally permissible to Customer regarding any request received;
- (w) it will challenge any request for disclosure that, after careful assessment, HeroDevs reasonably believes to be unlawful; and
- (x) it will provide the minimum amount of Personal Data permitted when responding to any such request.

11. Sub-processors

11.1 Authorization

Customer grants HeroDevs general written authorisation to engage Sub-processors in connection with the Services. HeroDevs' current Sub-processors are listed at <https://docs.herodevs.com/legal/sub-processors> (the "Sub-processor List").

11.2 New Sub-processors and Changes

HeroDevs shall notify Customer of any intended additions to or changes of Sub-processors by: (i) updating the Sub-processor List; and (ii) providing Customer with email or other reasonable written notice of such changes at least 30 days prior to the change taking effect.

11.3 Objection Right

Customer may object to HeroDevs' use of a new Sub-processor on reasonable, documented grounds relating to data protection by providing written notice to HeroDevs within 30 days of HeroDevs' notification. In such event, the parties shall work together in good faith to resolve the objection, including making commercially reasonable changes to Customer's configuration or use of the Services to avoid the processing of Personal Data by the new Sub-processor. If HeroDevs is unable to accommodate Customer's objection without materially impacting the Services, Customer may terminate the relevant Order Form or Agreement on 30 days' written notice and shall be entitled to a pro-rated refund of any prepaid fees proportional to the remaining unexpired Subscription term.

11.4 Sub-processor Obligations

HeroDevs shall restrict each Sub-processor's access to Personal Data to what is necessary to provide the Services, and shall prohibit Sub-processors from accessing Personal Data for any other purpose. HeroDevs shall enter into written agreements with each Sub-processor imposing data protection obligations at least equivalent to those applicable to HeroDevs under this DPA. HeroDevs shall remain responsible for its compliance with this DPA and for any acts or omissions of its Sub-processors that cause HeroDevs to breach its obligations under this DPA.

12. Audit

HeroDevs Certifications

HeroDevs uses external auditors to verify the adequacy of its security measures. Such audits: (i) will be performed at least annually; (ii) will be performed according to SOC 2 Type II or substantially equivalent standards; (iii) will be performed by independent third-party security professionals at HeroDevs' selection and expense; and (iv) will result in a certification or high-level summary ("Report") which will be HeroDevs' confidential information. At Customer's written request, and subject to appropriate confidentiality terms being in place, HeroDevs will provide Customer with a copy of such Report.

13. Return and Deletion of Personal Data

This Section 13 applies where HeroDevs acts as a Processor under Section 18. Upon termination or expiry of the Agreement, or upon Customer's written request, HeroDevs shall, at Customer's election and subject to Applicable Data Protection Laws:

- (y) return to Customer a copy of all Customer Personal Data in a commonly used, machine-readable format; and/or
- (z) securely destroy or delete all Customer Personal Data and direct Sub-processors to do the same.

HeroDevs shall, within 90 days of receipt of Customer's election, complete such return and/or deletion and confirm to Customer in writing that it has taken such measures, to the extent permitted by applicable law. HeroDevs agrees to preserve the confidentiality of any Customer Personal Data retained in accordance with applicable law, and any active processing of such data after termination will be limited to what is necessary to comply with applicable law.

14. Records of Processing Activities

HeroDevs shall, to the extent required by Applicable Data Protection Laws, maintain written records of all categories of processing activities carried out under this DPA, including in its capacity as Controller and, where applicable, as Processor, covering: the name and contact details of HeroDevs and any applicable data protection contact; the purposes of processing; categories of Data Subjects and Personal Data; Restricted Transfers and applicable safeguards; and a general description of the TOMs.

15. International Data Transfers

15.1 Transfer Mechanisms

If a transfer of Personal Data from Customer to HeroDevs (or between HeroDevs and its Sub-processors) is a Restricted Transfer, the transfer shall take place on the basis of one or more of the following:

- (aa) EU-U.S. Data Privacy Framework (DPF): In the event HeroDevs obtains or maintains certification under the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and/or the Swiss-U.S. DPF, HeroDevs may make Restricted Transfers to the United States on the basis of such certification. HeroDevs' DPF certification status may be verified at <https://www.dataprivacyframework.gov>. If HeroDevs' DPF certification lapses or is withdrawn, HeroDevs shall promptly implement alternative appropriate safeguards and notify Customer accordingly.
- (bb) Standard Contractual Clauses (SCCs): To the extent that Restricted Transfers are not covered by the DPF or an adequacy decision, the SCCs shall apply as specified in Section 15.2 below.

15.2 Application of SCCs

To the extent the EU SCCs apply, the parties agree that:

- (cc) where Module One of the EU SCCs applies to Personal Data transferred for the processing activities described in Section 2.1 and Exhibit A, Part B, Customer is acting as Controller and Data Exporter and HeroDevs is acting as independent Controller and Data Importer;
- (dd) where Module Two of the EU SCCs applies to Personal Data transferred under Section 18 and Exhibit A, Part A, Customer is acting as Controller and Data Exporter and HeroDevs is acting as Processor and Data Importer;
- (ee) where Module Three of the EU SCCs applies to Personal Data transferred under Section 18, Customer is acting as Processor and Data Exporter and HeroDevs is acting as Processor and Data Importer;
- (ff) Clause 7: the optional docking clause shall apply;

- (gg) Clause 9(a): Option 2 (General Written Authorisation) shall apply under Modules Two and Three, and the time period for prior written notice of Sub-processor changes shall be 30 days;
- (hh) Clause 11: the optional language shall not apply;
- (ii) Clause 17: Option 1 shall apply, and the EU SCCs shall be governed by the law of Ireland;
- (jj) Clause 18(b): disputes shall be resolved before the courts of Ireland;
- (kk) Annex I of the EU SCCs shall be deemed complete with the information set out in Exhibit A to this DPA;
- (ll) Annex II of the EU SCCs shall be deemed complete with the information set out in Exhibit B to this DPA; and
- (mm) Annex III of the EU SCCs shall be deemed complete by reference to the general authorisation granted to Sub-processors listed in Section 11 of this DPA.

15.3 UK Transfers

To the extent the UK Addendum applies, the parties agree that: (i) Tables 1 to 3 of the UK Addendum shall be deemed populated with the relevant information from the EU SCCs as completed above; (ii) the option “neither party” shall be deemed selected in Table 4; and (iii) the start date of the UK Addendum shall be the effective date of this DPA. Where the parties agree in writing, the ICO’s International Data Transfer Agreement (IDTA) may be used as an alternative or supplementary transfer mechanism.

15.4 Swiss Transfers

To the extent the Swiss revFADP applies, the EU SCCs as implemented above will apply with the following modifications: (i) “GDPR” shall be interpreted as references to the Swiss revFADP; (ii) references to “EU”, “Union”, and “Member State law” shall be interpreted as references to Switzerland and Swiss law; and (iii) references to any competent supervisory authority or court shall be interpreted as references to the Swiss Federal Data Protection and Information Commissioner (FDPIC) and courts in Switzerland.

15.5 Hierarchy

If there is a conflict or inconsistency between this DPA and the SCCs, the SCCs shall prevail to the extent of the conflict or inconsistency.

16. California Consumer Privacy Act and California Privacy Rights Act

The following applies where HeroDevs is processing Personal Data within the scope of the CCPA/CPRA:

- (nn) The parties agree that HeroDevs is a “service provider” as defined under the CCPA/CPRA in respect of any Customer Personal Data processed under Section 18 of this DPA, and that any Personal Data transferred to HeroDevs in that context is for a valid business purpose and for HeroDevs to perform the Services.
- (oo) HeroDevs shall not sell or share Customer Personal Data processed under Section 18, as the terms “selling” and “sharing” are defined in the CCPA/CPRA.
- (pp) HeroDevs shall not use or disclose Customer Personal Data outside of its direct business relationship with Customer.
- (qq) HeroDevs shall not combine Customer Personal Data transferred under Section 18 with Personal Data that it receives from or on behalf of a third party or that it collects independently, except as permitted under the CCPA/CPRA for a valid business purpose.
- (rr) Customer may monitor HeroDevs’ compliance with this Section through the audit mechanisms described in Section 12, subject to the requirements and limitations set out therein.
- (ss) HeroDevs certifies that it understands the restrictions in this Section 16 and will comply with them. HeroDevs shall notify Customer if it determines that it can no longer meet its obligations under this Section.

For the avoidance of doubt, the CCPA/CPRA service provider designation in this Section applies only to Customer Personal Data processed by HeroDevs in its capacity as Processor under Section 18. HeroDevs’ processing of HeroDevs Personal Data as independent Controller under Section 2.1 is governed separately by HeroDevs’ Privacy Policy.

17. Limitation of Liability

To the maximum extent permitted by Applicable Data Protection Laws, the parties intend and agree that each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort, or under any other theory of liability, is subject to the limitation of liability provisions of the Agreement, and any reference in such provisions to the liability of a party means the aggregate liability of that party under both the Agreement and this DPA. Nothing in this DPA limits either party's liability to Data Subjects or supervisory authorities under Applicable Data Protection Laws.

18. HeroDevs' Activities as Processor — Limited Exception

This Section 18 sets out the obligations that apply where HeroDevs acts as a Processor on behalf of Customer. HeroDevs acts as a Processor only to the limited extent that Customer Personal Data is submitted to or incidentally received by HeroDevs through Customer's use of the on-premises software Subscription Services (for example, through support ticket submissions, technical communications, or operational metadata transmitted by the on-premises software). Outside of these limited circumstances, HeroDevs acts as an independent Controller as described in Section 2.1.

18.1 Processing Instructions

Where HeroDevs acts as a Processor, HeroDevs shall only process Customer Personal Data on behalf of Customer and only in accordance with documented instructions received from Customer. The parties agree that this DPA, the Agreement, and any features and settings used in the Services constitute Customer's documented instructions. HeroDevs will notify Customer promptly if it considers that any instruction from Customer is in breach of any Applicable Data Protection Laws. In the event HeroDevs is required to process Customer Personal Data under applicable law to which it is subject, HeroDevs shall notify Customer of this legal requirement before carrying out such processing, unless prohibited from doing so on important grounds of public interest.

18.2 Scope of Processing

HeroDevs shall process Customer Personal Data only to the extent necessary to provide the Services in accordance with the Agreement and Customer's documented instructions. HeroDevs shall not process Customer Personal Data for any other purpose, including for HeroDevs' own commercial purposes, except as otherwise agreed in writing by the parties or required by applicable law.

18.3 Data Subject Rights (Processor)

Where HeroDevs acts as a Processor and receives a Data Subject request relating to Customer Personal Data, HeroDevs shall either notify Customer directly or reject the request and inform the Data Subject to contact Customer. HeroDevs shall provide reasonable assistance to Customer in responding to such requests, taking into account the nature of the processing and the information available to HeroDevs.

18.4 Customer Audit Rights

For purposes where HeroDevs acts as a processor and where Customer is the Controller and Customer's audit requirements under the SCCs or Article 28 GDPR cannot reasonably be satisfied through the Reports described in Section 12, Customer may request an additional audit. Before commencement of any such audit, Customer and HeroDevs will mutually agree upon the scope, timing, duration, and costs. Audits shall be: (i) conducted during normal business hours with reasonable advance written notice of at least 30 days; (ii) conducted by Customer or an independent, accredited third-party auditor subject to appropriate confidentiality obligations; (iii) limited to once per calendar year absent reasonable cause; and (iv) conducted at Customer's cost. HeroDevs reserves the right to decline to provide information that would pose a security risk to HeroDevs or its other customers.

19. General Provisions

19.1 Order of Precedence

In the event of any conflict between this DPA and the Agreement, this DPA shall take precedence with respect to data processing matters. In the event of any conflict between this DPA and the SCCs, the SCCs shall prevail in respect of the specific Restricted Transfer(s) to which they apply.

19.2 Governing Law

This DPA shall be governed by and construed in accordance with the laws of the State of New York, USA, except to the extent Applicable Data Protection Laws require a different governing law, in which case such laws shall apply. Any issues arising from this DPA shall be brought exclusively in either federal or state court located in the Southern District for the state of New York. The SCCs shall be governed as specified in Section 15.2.

19.3 Amendments

HeroDevs may amend this DPA from time to time to reflect changes in Applicable Data Protection Laws or its processing activities, provided that HeroDevs provides at least 30 days' prior written notice of material amendments and such amendments do not materially reduce Customer's rights or HeroDevs' obligations. Continued use of the Services after the effective date of an amendment constitutes acceptance.

19.4 Entire Agreement on Processing

This DPA, including the SCCs where applicable, constitutes the entire agreement between the parties with respect to the processing of Personal Data in connection with the Services and supersedes all prior agreements relating to that subject matter.

19.5 Severability

If any provision of this DPA is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

19.6 Contact and Data Protection Queries

Questions or notices relating to this DPA should be directed to: privacy@herodevs.com. HeroDevs does not currently designate a statutory Data Protection Officer; queries will be handled by HeroDevs' Legal Affairs and Operations team.

19.7 Affiliates

Customer is responsible for coordinating all communication with HeroDevs on behalf of its Affiliates regarding this DPA. Customer represents and warrants that it is authorised to issue instructions as well as make and receive any communications or notifications in relation to this DPA on behalf of its Affiliates. For the purposes of this Section, "Affiliate" means any entity that owns or controls, is owned or controlled by, or is under common control or ownership with Customer, where "control" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract, or otherwise.

EXHIBIT A – DETAILS OF PROCESSING AND TRANSFER DESCRIPTION

Part A – HeroDevs as Processor (Section 18 / EU SCCs Modules Two & Three)

A.1 Data Exporter (Controller or Processor)

Entity: Customer, as identified in the applicable Order Form or Subscription Agreement.

Contact: As set out in the applicable Order Form, or as notified to HeroDevs in writing.

Role: Controller (or Processor where Customer is acting on behalf of its own Controller).

A.2 Data Importer (Processor)

Entity: HeroDevs, Inc., 8850 S 700 E, #2437, Sandy, UT 84070, USA.

Contact: privacy@herodevs.com.

Role: Processor.

A.3 Processing Description

Processing Element	Description
Subject matter	Processing of Customer Personal Data incidentally submitted to or received by HeroDevs through Customer’s use of the on-premises software Subscription Services, including through support communications, technical interactions, and operational telemetry transmitted by the on-premises software.
Duration	For the term of the Agreement and as otherwise required by Applicable Data Protection Laws or agreed in writing.
Nature of processing	Collection, storage, use, disclosure (to Sub-processors), and deletion/return of Customer Personal Data as strictly necessary to provide the Services in accordance with Customer’s documented instructions.
Purposes	(i) Responding to and resolving Customer support requests in connection with the on-premises software; (ii) providing technical assistance and subscription management in connection with the Services; and (iii) fulfilling HeroDevs’ obligations under the Agreement.
Categories of Data Subjects	Customer’s authorised users, technical contacts, and other representatives who submit or are referenced in communications directed to HeroDevs in connection with the Services.
Categories of Personal Data	(i) Contact person information: name, job title, business email address, and phone number; (ii) operational metadata: server identifiers, installation data, and other basic diagnostic information transmitted by the on-premises software; and (iii) any other Personal Data Customer chooses to include in support communications or technical submissions.
Special Categories	None. Customer must not submit Special Categories of Personal Data without prior written agreement with HeroDevs.
Frequency	As and when Customer submits support requests or technical communications during the term of the Agreement.
Onward transfers	To Sub-processors as listed at https://docs.herodevs.com/legal/sub-processors .

Part B – HeroDevs as Controller (Section 2.1 / EU SCCs Module One)

B.1 Data Exporter (Controller)

Entity: Customer, as identified in the applicable Order Form or Subscription Agreement.

Contact: As set out in the applicable Order Form, or as notified to HeroDevs in writing.

Role: Controller.

B.2 Data Importer (Independent Controller)

Entity: HeroDevs, Inc., 8850 S 700 E, #2437, Sandy, UT 84070, USA.

Contact: privacy@herodevs.com.

Role: Independent Controller.

B.3 Processing Description

Processing Element	Description
Subject matter	Processing of Personal Data by HeroDevs as an independent Controller for its own legitimate business purposes in connection with the provision of the Services.
Duration	For the term of the Agreement and as required by applicable law or HeroDevs' data retention policies.
Nature of processing	Collection, storage, organisation, use, and deletion of Personal Data for HeroDevs' own business operations as described in Section 2.1.
Purposes	(i) Account and relationship management, including licensing and billing; (ii) internal business operations including accounting, audit, and tax; (iii) security and fraud prevention; (iv) legal and regulatory compliance; and (v) product and service improvement through Customer Product Usage Information.
Categories of Data Subjects	Customer's employees, agents, advisors, and authorised users; Customer's account administrators and billing contacts.
Categories of Personal Data	(i) Account management information: licence data, historical user data, and account administrator contact information; (ii) billing information: billing address, billing contact, and payment reference; (iii) Customer Product Usage Information: feature usage and engagement metrics; and (iv) security and fraud prevention information: log data, device data, and IP address.
Special Categories	HeroDevs does not intentionally collect Special Categories of Personal Data for the purposes described in this Part B.
Frequency	Continuous and ongoing for the duration of the Agreement.
Competent Supervisory Authority (EU/EEA)	The data protection supervisory authority of the EU Member State in which the data exporter is established, or where not established in the EU/EEA, the Irish Data Protection Commission (DPC).
Competent Authority (UK)	The UK Information Commissioner's Office (ICO).
Competent Authority (Switzerland)	The Swiss Federal Data Protection and Information Commissioner (FDPIC).

Part C – List of Sub-processors (Section 11 / EU SCCs Annex III)

The following Sub-processors are authorised by Customer pursuant to Section 11.1 of this DPA. HeroDevs shall maintain a current Sub-processor list at <https://docs.herodevs.com/legal/sub-processors>, which shall be updated in accordance with Section 11.2.

Entity	Location	Transfer Mechanism	Purpose
Google, LLC	United States	EU-U.S. DPF / EU SCCs Module Two	G-Suite productivity tools and cloud hosting
Zendesk, Inc.	United States	EU-U.S. DPF / EU SCCs Module Two	Technical support and customer ticketing
Amazon Web Services, Inc.	United States	EU-U.S. DPF / EU SCCs Module Two	Cloud infrastructure and hosting
Twilio, Inc. (SendGrid)	United States	EU-U.S. DPF / EU SCCs Module Two	Transactional email delivery
HubSpot, Inc.	United States	EU-U.S. DPF / EU SCCs Module Two	CRM and marketing operations

Entity	Location	Transfer Mechanism	Purpose
Anthropic, PBC	United States	EU SCCs Module Two	AI-powered tooling and assistance

Note: This list reflects HeroDevs’ Sub-processors as of the date of this DPA. Customers may subscribe to Sub-processor change notifications at <https://docs.herodevs.com/legal/sub-processors>.

EXHIBIT B – TECHNICAL AND ORGANISATIONAL MEASURES (TOMs)

HeroDevs implements and maintains the following technical and organisational security measures in accordance with Article 32 GDPR and equivalent provisions under Applicable Data Protection Laws. These measures apply to all processing activities described in this DPA and are reviewed and updated periodically.

A. Access Control

- Role-based access controls (RBAC) limiting system access to authorised personnel based on the principle of least privilege.
- Multi-factor authentication (MFA) enforced for access to production systems and systems processing Personal Data.
- Unique user credentials required; shared credentials prohibited.
- Access rights reviewed at least annually and promptly revoked upon personnel change.

B. Data Encryption

- Encryption of Personal Data in transit using TLS 1.2 or higher.
- Encryption of Personal Data at rest using AES-256 or equivalent standards.
- Encrypted backups for all production data containing Personal Data.

C. Network and System Security

- Firewalls, intrusion detection/prevention systems (IDS/IPS), and network segmentation.
- Regular vulnerability scanning and patch management programme.
- Penetration testing conducted at least annually by qualified independent security professionals.
- Secure Software Development Lifecycle (SDLC) with mandatory security review requirements.

D. Physical Security

- HeroDevs' hosting infrastructure is provided by cloud providers that maintain ISO 27001 and SOC 2 Type II certifications and appropriate physical security controls.
- HeroDevs holds SOC 2 certification and undergoes regular independent audits to maintain this certification. Copies of audit reports are available to Customers on written request subject to appropriate confidentiality terms, in accordance with Section 12.
- HeroDevs does not operate its own data centres.

E. Organisational Measures

- Security and data protection training for all staff who handle Personal Data, conducted at least annually.
- Data protection policies and procedures documented, maintained, and communicated to relevant personnel.
- All personnel subject to binding confidentiality obligations.
- Incident response plan in place with defined roles, responsibilities, and escalation procedures.

F. Data Minimisation and Pseudonymisation

- Data minimisation principles applied; HeroDevs collects only the Personal Data necessary for the purposes described in this DPA.
- Pseudonymisation or anonymisation applied where technically feasible and appropriate.

G. Business Continuity

- Regular automated backups with tested restoration procedures.
- Business continuity and disaster recovery plans documented and tested at least annually.
- Recovery time objectives (RTO) and recovery point objectives (RPO) defined and monitored.

H. Audit Logging and Monitoring

- Audit logging of access to and activities performed on systems processing Personal Data.
- Centralised security event monitoring and alerting with defined response procedures.
- Log retention for a minimum of 12 months.

EXHIBIT C – JURISDICTION-SPECIFIC TERMS

To the extent HeroDevs processes Personal Data originating from and protected by Applicable Data Protection Laws in the following jurisdictions, the terms specified below apply in addition to the terms of this DPA.

1. United Kingdom

The definition of Applicable Data Protection Laws includes the UK GDPR and the UK Data Protection Act 2018. The UK Addendum applies to Restricted Transfers from the UK as specified in Section 15.3. Any reference to “GDPR” in this DPA shall be construed to include the UK GDPR where Customer Personal Data originates from or is processed in the United Kingdom.

2. Switzerland

The definition of Applicable Data Protection Laws includes the Swiss Federal Act on Data Protection (revFADP) as in force from 1 September 2023. The Swiss modifications to the EU SCCs apply as specified in Section 15.4.

3. Australia

The definition of Applicable Data Protection Laws includes the Australian Privacy Principles and the Privacy Act 1988 (Cth) and any succeeding amendments. The definition of Personal Data includes “Personal Information” as defined under the Australian Privacy Act 1988.

4. Brazil

The definition of Applicable Data Protection Laws includes the Brazilian General Personal Data Protection Law (Lei Geral de Proteção de Dados, “LGPD”) of 14 August 2018. The EU SCCs will be used for cross-border data transfers to countries not deemed adequate under the LGPD.

5. Japan

The definition of Applicable Data Protection Laws includes the Act on Protection of Personal Information (APPI) and its amendments. The definition of Personal Data includes “Personal Information” as defined under the APPI.

APPENDIX – GLOSSARY AND REGULATORY REFERENCES

Term / Framework	Reference
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council, 27 April 2016
UK GDPR	GDPR as retained in UK law under the European Union (Withdrawal) Act 2018, as amended
UK DPA 2018	Data Protection Act 2018 (UK)
Swiss revFADP	Swiss Federal Act on Data Protection (revised), in force 1 September 2023
EU-U.S. DPF	EU-U.S. Data Privacy Framework, adopted 10 July 2023 (Commission Implementing Decision (EU) 2023/1795)
UK Extension to EU-U.S. DPF	UK Extension to the EU-U.S. Data Privacy Framework, in effect 17 October 2023

Term / Framework	Reference
Swiss-U.S. DPF	Swiss-U.S. Data Privacy Framework, as administered by the U.S. Department of Commerce
EU SCCs (2021)	Standard Contractual Clauses annexed to European Commission Implementing Decision 2021/914 of 4 June 2021
UK Addendum (IDTA)	International Data Transfer Addendum to the EU Commission Standard Contractual Clauses, issued by the UK ICO under s.119A(1) Data Protection Act 2018, Version B1.0 (in force 21 March 2022)
CCPA / CPRA	California Consumer Privacy Act (Cal. Civ. Code § 1798.100 et seq.), as amended by the California Privacy Rights Act 2020
LGPD	Lei Geral de Proteção de Dados Pessoais (Brazil), Law No. 13,709 of 14 August 2018
ISO 27001	International standard for information security management systems (ISO/IEC 27001)
SOC 2 Type II	Service Organisation Controls report against the AICPA Trust Services Criteria

— END OF DATA PROCESSING AGREEMENT —