

## **Data Processing Agreement (DPA) - Stackhero**

Stackhero is represented and operated by Stackhero, the company behind the product Stackhero. The company Stackhero is referred hereinafter as “Stackhero”, “Company” and “We”.

This Data Processing Agreement (“**Agreement**”) forms part of the Contract for Services under the Stackhero Terms and Conditions (the “**Principal Agreement**”). This Agreement is an amendment to the Principal Agreement and is effective upon its incorporation to the Principal Agreement, which incorporation may be specified in the Principal Agreement or an executed amendment to the Principal Agreement. Upon its incorporation into the Principal Agreement, this Agreement will form a part of the Principal Agreement.

We periodically update this Agreement. If you have an active Stackhero account, you will be informed of any modification by email if you have signed this Agreement.

The term of this Agreement shall follow the term of the Principal Agreement. Terms not defined herein shall have the meaning as set forth in the Principal Agreement.

### **WHEREAS**

- (A) Your company acts as a Data Controller (the “Controller”).
- (B) Your company wishes to subcontract certain Services (as defined below), which imply the processing of personal data, to Stackhero, acting as a Data Processor (the “Processor”).
- (C) The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (D) The Parties wish to lay down their rights and obligations.

### **IT IS AGREED AS FOLLOWS:**

#### **1. Definitions and Interpretation**

1.1 Unless otherwise defined herein, capitalized terms and expressions used in this DPA shall have the following meaning:

1.1.1 “Company Personal Data” means any Personal Data Processed by a Contracted Processor on Controller’s behalf pursuant to or in connection with

the Principal Agreement.

1.1.2 “Contracted Processor” means a Subprocessor.

1.1.3 “Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.4 “EEA” means the European Economic Area.

1.1.5 “EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced, or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.6 “GDPR” means EU General Data Protection Regulation 2016/679.

1.1.7 “Data Transfer” means: 1.1.7.1 a transfer of Company Personal Data from Controller to a Contracted Processor; or 1.1.7.2 an onward transfer of Company Personal Data from a Contracted Processor to a Subcontracted Processor, or between two establishments of a Contracted Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.8 “Services” means anything that can be managed once logged on Stackhero website.

1.1.9 “Subprocessor” means any person appointed by or on behalf of Processor to process Personal Data on behalf of Controller in connection with the Agreement.

1.2 The terms “Commission”, “Controller”, “Data Subject”, “Member State”, “Personal Data”, “Personal Data Breach”, “Processing” and “Supervisory Authority” shall have the same meaning as in the GDPR, and their cognate terms shall be construed accordingly.

## **2. Processing of Company Personal Data**

2.1 Processor shall:

2.1.1 comply with all applicable Data Protection Laws in the Processing of Company Personal Data; and

2.1.2 not process Company Personal Data other than on Controller’s documented instructions.

2.2 Controller instructs Processor to process Company Personal Data to provide the Services and related technical support.

**2.3 Nature and Purpose of Data Processing:** Stackhero processes personal data strictly for the following purposes:

1. **Cloud Hosting Services:** To provide, manage, and improve cloud hosting services.
2. **Technical Support:** To assist customers with troubleshooting and resolving technical issues.
3. **Account Management:** To maintain user accounts, manage subscriptions, and handle billing operations.

2.4 **Types of Personal Data Processed:** The personal data processed is limited to:

- First name and last name of the user
- Email address
- Company name
- Company address

2.5 **Categories of Data Subjects:** The categories of data subjects include:

1. **Customers:** Individuals or companies who directly use Stackhero's services.
2. **Employees:** Stackhero may process the personal data of its employees for internal operational purposes.

### 3. Processor Personnel

3.1 Processor shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of any Contracted Processor who may have access to Company Personal Data, ensuring that access is strictly limited to those individuals who need to know/access the relevant Company Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

### 4. Security

4.1 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 for the rights and freedoms of natural persons, Processor shall in relation to the Company Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk.

4.2 The technical and organizational measures implemented by Stackhero include:

- **Encryption:** TLS (Transport Layer Security) is used to encrypt all data in transit. External connections are secured through encrypted VPNs. Backups are encrypted to prevent unauthorized access.
- **Access Controls:** Multi-Factor Authentication (MFA) is mandatory for internal access and connections to third-party systems, ensuring only authorized personnel can access personal data.
- **Network Security:** Firewalls are in place at every critical point in the infrastructure to monitor and control network traffic.
- **ISO 27001 Certification:** Stackhero is ISO 27001 certified, following international best practices for data protection and information security management.

4.3 In assessing the appropriate level of security, Processor shall take into account the risks presented by Processing, particularly from a Personal Data Breach.

## 5. Subprocessing

5.1 Processor shall not appoint (or disclose any Company Personal Data to) any Subprocessor unless required or authorized by Controller.

5.2 **Subprocessors:** Stackhero uses the following subprocessors for personal data processing:

- **Stripe:** For payment processing (only credit card numbers are shared).
- **Intercom:** For customer communication (first name, last name, email, and company name are shared).

Stackhero will notify the Controller of any intended changes concerning the addition or replacement of subprocessors via email.

## 6. Data Subject Rights

6.1 Taking into account the nature of the Processing, Processor shall assist Controller by implementing appropriate technical and organizational measures to fulfill Controller's obligations to respond to requests to exercise Data Subject rights under Data Protection Laws.

6.2 Processor shall:

6.2.1 promptly notify Controller if it receives a request from a Data Subject under any Data Protection Law in respect of Company Personal Data; and

6.2.2 not respond to the request except on the documented instructions of Controller or as required by Applicable Laws.

## 7. Personal Data Breach

7.1 Processor shall notify Controller without undue delay upon Processor becoming aware of a Personal Data Breach, providing sufficient information to allow Controller to meet any obligations to report or inform Data Subjects of the breach under the Data Protection Laws.

7.2 Processor shall cooperate with Controller and take reasonable steps as directed by Controller to assist in the investigation, mitigation, and remediation of any Personal Data Breach.

## 8. Data Protection Impact Assessment and Prior Consultation

8.1 Processor shall provide reasonable assistance to Controller with any data protection impact assessments and prior consultations with Supervisory Authorities, as required under GDPR Articles 35 or 36.

## 9. Deletion of Customer Data

9.1 Stackhero will delete all Personal Data at the end of the provision of the Services unless further storage is required by law.

9.2 **Data Retention:** Upon termination of the services, Stackhero will retain personal data for the duration required by applicable law. Once this period ends, personal data will be permanently deleted.

## 10. Data Transfer

10.1 The parties agree that Stackhero may transfer Personal Data processed under this DPA outside the EEA as necessary to provide the Services.

10.2 **Standard Contractual Clauses (SCCs):** For transfers to subprocessors located outside the EEA, Stackhero uses SCCs to ensure compliance with GDPR. This includes transfers to:

- **Stripe (US):** Only credit card numbers are transferred for payment processing.
- **Intercom (US):** First name, last name, email, and company name are transferred for customer support.

## 11. Termination

This DPA will have the same duration as and will be subject to the termination terms of the Stackhero Agreement. Stackhero's obligation to implement appropriate security measures with respect to Personal Data will survive the termination of this DPA.

## **12. General Terms**

12.1 Confidentiality. Each Party must keep any information it receives about the other Party and its business in connection with this Agreement (“Confidential Information”) confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except where disclosure is required by law.

12.2 Notices. All notices and communications given under this Agreement must be in writing and sent by email. Controller shall be notified by email sent to the address related to its use of the Service. Processor shall be notified at support@stackhero.io.

## **13. Governing Law and Jurisdiction**

13.1 This Agreement is governed by French law.

13.2 Any dispute arising in connection with this Agreement will be submitted to the exclusive jurisdiction of the courts at Stackhero’s registered head office.