



## DATA PROCESSING ADDENDUM

Stilo DPA (Processor-Only)	
ISSUE DATE:	October 30, 2025
REVISION #	0
REVISION DATE:	N/A
APPROVED BY:	CEO
CLASSIFICATION:	Public

This Data Processing Addendum (“**DPA**”) applies when the Services involve processing of PII on the Customer’s behalf. It is incorporated by reference into any Stilo Quote/Order (including SOWs) that references this DPA. **No separate signature is required.** Capitalized terms have the meanings in the applicable Master Agreement or, if none, the Quote/Order.

## A. Incorporation & Order of Precedence

1. **Incorporation by Reference.** By executing or accepting the referencing Quote/Order, Customer agrees this DPA is part of the Agreement. **Annex 1 (Processing Details)** is completed by the Quote/Order.
2. **Precedence.** If there is any conflict between this DPA and the Agreement or Quote/Order with respect to processing of PII, this DPA controls.

## B. Parties & Roles

1. **Customer** is the PII **Controller** (“Controller”).
2. **Stilo Corporation** is the PII **Processor** (“Processor”).

## C. Processing Details & Instructions

1. **Processing Details.** The subject matter, duration, nature and purpose of processing, types of PII, categories of PII principals, and processing locations are set out in the Quote/Order (and any SOW it incorporates) and are deemed **Annex 1** to this DPA.
2. **Documented Instructions.** Processor shall process PII only on documented instructions from Controller, including regarding transfers, as set out in or referenced by the Quote/Order.
3. **Technical Methods.** To achieve the Controller’s purposes, Processor may determine technical methods consistent with the Controller’s general instructions (e.g., allocating processing resources), without determining the purposes or essential means of processing.

## D. Security & Privacy by Design/Default



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- 1. Security of Processing.** Processor shall implement appropriate technical and organizational measures to protect PII, taking into account the state of the art, costs, and risks to individuals and the organization.
- 2. Privacy by Design/Default.** Processor shall embed privacy-by-design and privacy-by-default into relevant service design, development, and change processes proportionate to the processing.

## E. Confidentiality & Training

- Processor shall ensure that persons authorized to process PII are subject to confidentiality obligations and receive appropriate privacy/security training.

## F. Assistance Obligations

- Breach Assistance.** Without undue delay after becoming aware of a breach involving PII, Processor shall notify Controller and provide information reasonably required by Controller for notifications to supervisory authorities, customers, and/or PII principals, as applicable (see **Annex 4** for minimum content).
- PIA/DPIA & Prior Consultation.** Processor shall provide reasonable assistance to Controller with Controller-led privacy impact assessments and any prior consultations with authorities relevant to the Services.
- Information Requests.** Processor shall provide information reasonably necessary to demonstrate compliance with this DPA, including security descriptions, sub-processor lists, and testing/assurance summaries.

## G. Sub-processing

- Processor may engage sub-processors with Controller's general or specific authorization. Processor shall flow down obligations equivalent to those in this DPA. The current sub-processor list is available at the location designated in the Quote/Order or may be provided upon request.

## H. Cross-Border Transfers



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1. Transfers of PII shall follow the mechanism designated by Controller (e.g., SCCs). Processor shall provide processing locations and transfer mechanism details on request.

## I. Audit & Verification

1. Processor shall allow Controller to verify compliance with this DPA through reasonable audits or provision of independent assurance reports, subject to confidentiality and frequency limits.

## J. Return & Deletion

1. Upon termination of the Services or upon Controller instruction, Processor shall return or securely delete PII and certify completion, subject to documented statutory retention exceptions.

## K. Purpose Limitation

1. Processor (and approved sub-processors) shall not process PII for any purposes other than those expressed in the Controller's documented instructions.

## L. Records & Evidence

1. Processor shall maintain records sufficient to demonstrate compliance with this DPA, including change records for Controller instructions, access reviews for privileged accounts, and restoration/deletion logs for PII.

## M. Marketing and Advertising Use (ISO 27701 §8.2.3)

1. Processor shall not use PII for marketing or advertising (including profiling for marketing) except as expressly documented in Controller's instructions in the Quote/Order or a change order.
2. Non-personal/aggregated analytics derived from PII may be used only if irreversibly anonymized and not reasonably capable of re-identifying a data subject.



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## N. Infringing Instruction (ISO 27701 §8.2.4)

1. If Processor reasonably believes an instruction infringes applicable law or contract, Processor will promptly notify Controller and may suspend the instruction until Controller confirms, modifies, or withdraws it.
2. Processor will not be deemed in breach for suspending processing of that instruction pending clarification.

## O. Customer (Controller) Obligations (ISO 27701 §8.2.5)

1. **Lawful basis & notices.** Controller is responsible for establishing a lawful basis and providing required notices to PII principals for the processing described in Annex 1 (as completed by the Quote/Order).
2. **Instructions & scope.** Controller will provide documented, lawful instructions (including transfers), keep them current, and identify in Annex 1 the subject matter, duration, nature/purpose, PII types, data-subject categories, and locations.
3. **Data-subject requests.** Controller is responsible for intake and determination of data-subject requests; Processor will assist per Section F and provide information reasonably necessary to enable Controller's response.
4. **Accuracy & minimization.** Controller will ensure PII submitted is accurate and limited to what is necessary for the stated purposes; Controller will not submit special/sensitive categories or children's data unless explicitly identified in Annex 1 and supported by instructions and safeguards.
5. **No-PII engagements.** Where the Quote/Order states No-PII, Controller will not submit PII; if inadvertently submitted, Controller will notify Processor and cooperate in remediation per the No-PII Rider.

## P. No-PII Rider (When Customer Will Not Submit PII)

1. If the Quote/Order states that Customer will not submit PII to the Services: (a) Customer shall not submit PII; (b) if PII is inadvertently submitted, Customer will promptly notify



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Processor and Processor will assist with remediation and deletion upon instruction; (c) the DPA terms concerning processing of PII do not apply unless the parties execute a change order enabling PII processing.

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### Annex 1 — Processing Details (Completed by Quote/Order)

- Subject matter
- Duration
- Nature and purpose
- Types of PII
- Categories of PII principals
- Processing locations

### Annex 2 — Security Measures (Summary)

- Access control and identity management (least privilege, MFA, periodic access reviews)
- Encryption (in transit and at rest), key management
- Logging and monitoring; vulnerability management and patching
- Secure development lifecycle and change management
- Backup and restoration; restoration logging when PII is involved
- Incident response and breach notification procedures
- Data retention and secure disposal; media sanitization
- Sub-processor oversight and contractual flow-down

### Annex 3 — Authorized Sub-processors

- List of sub-processors, services provided, processing locations, and approval dates (as referenced in the Quote/Order or maintained by Processor).

### Annex 4 — Breach Notification Minimum Content

- Date/time of discovery and suspected start
- Nature of the incident and PII involved (types/categories)
- Affected data-subject categories and estimated volume
- Likely consequences and immediate containment actions
- Measures taken/proposed to address the breach and mitigate adverse effects
- Contact point for follow-up



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**Effective date:** the effective date of the referencing **Quote/Order**. **No signature required.**