

ANNEX 1

# DATA PROCESSING AGREEMENT

Vertical Studio

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Vertical AI B.V.

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This Data Processing Agreement (“DPA”) is an annex to and integral part of the Platform Agreement between Vertical AI B.V. (“Processor”) and the User (“Controller”). This DPA applies insofar as one or more of the territorial scope requirements of the GDPR are met.

## 1. Definitions

In this DPA, the following terms have the meanings set out below. Terms not defined herein have the same meaning as in the Platform Agreement or the GDPR.

**Approved Measure** means binding corporate rules, a code of conduct or certification mechanism as meant in Article 46 of the GDPR.

**EC Standard Contractual Clauses** means the standard contractual clauses approved or adopted by the European Commission in accordance with Article 46(2)(c) and (d) GDPR.

**Data Subjects** means the natural persons whose Personal Data is processed under the Agreement by Processor or any Sub-Processor on behalf of Controller.

**GDPR** means the EU General Data Protection Regulation 2016/679/EC and any related and applicable national implementation legislation.

**Non-Adequate Country** means a country that is deemed not to provide an adequate level of protection of Personal Data within the meaning of Article 45 GDPR.

**Personal Data** has the meaning as described in Article 4(1) GDPR, insofar as processed by Processor or a Sub-Processor under the Agreement.

**Personal Data Breach** has the meaning as described in Article 4(12) GDPR.

**Sub-Processor** means any third party engaged by Processor that processes Personal Data on behalf of Controller under the instruction or supervision of Processor. The approved Sub-Processors are listed in Schedule 1 to this DPA.

**Third Party** means any party other than the parties to the Agreement or Sub-Processors.

## 2. Description of the Services

**2.1** The subject-matter of this DPA is the processing of Personal Data by Processor on behalf of Controller and in accordance with Controller’s written instructions as described in the Platform Agreement, this DPA or otherwise in writing. This includes the following processing activities:

- Processor processes Personal Data that Users provide as input for sharing and making available to other users of the Platform, using, fine-tuning, training and implementing AI models through the Platform.

- The nature of the processing consists of, inter alia, collecting, accessing, storing, transferring, generating AI-based outputs from, and deleting the Personal Data as further described in the Agreement.
- In performing the services, Processor may engage Sub-Processors (as listed in Schedule 1) for infrastructure hosting, database services, AI model inference and routing, serverless deployment, cloud computing and storage, and related technical services.
- The types of Personal Data processed consist of all Personal Data provided by the Users in order for Processor to provide the services as described in the Platform Agreement, with the exception of special categories of personal data as referred to in Article 9 GDPR.

**2.2** For the avoidance of doubt, Vertical AI acts as the Processor for the processing activities specified in Clause 2.1, which are covered by this DPA. For other processing activities, such as managing accounts of Users and securing the Platform, Vertical AI acts as a Controller. The processing activities performed by Vertical AI in its capacity as a Controller do not fall under the scope of this DPA.

**2.3** The term of this DPA is the same as the term of the Platform Agreement. This DPA terminates when the Platform Agreement terminates, unless Processor continues to process Personal Data on behalf of Controller, in which case this DPA will terminate when Processor ceases such processing.

### **3. Instructions**

**3.1** Processor shall process Personal Data only (i) on behalf and for the benefit of Controller, (ii) in accordance with Controller's written instructions and (iii) for the purposes authorised by the Platform Agreement, this DPA or otherwise in writing by Controller. Provisions in the Platform Agreement and this DPA relating to the processing of Personal Data are Controller's instructions to Processor.

**3.2** Other than described in Clause 2.2, Processor shall not process Personal Data further than as instructed in writing and as strictly necessary for the performance of the Agreement, or as required by applicable EU or EU member state law. In such case, Processor shall inform Controller of that legal requirement before the processing takes place, unless that law prohibits such information on important grounds of public interest.

### **4. Compliance with the GDPR**

**4.1** Processor shall comply with the GDPR when processing Personal Data. Processor shall ensure that each Sub-Processor listed in Schedule 1 is contractually bound to comply with equivalent data protection obligations.

**4.2** Controller shall comply with the GDPR when giving instructions to Processor. In particular, Controller guarantees that it (i) has a valid legal ground for the processing of Personal Data by Processor and its Sub-Processors on behalf of Controller, (ii) has been sufficiently transparent to the Data Subjects with respect to the processing of Personal Data by Vertical AI and its Sub-Processors and (iii) has otherwise ensured compliance with the GDPR, given the possible consequences for Data Subjects when their Personal Data is processed for development and deployment of artificial intelligence systems.

## **5. Non-Disclosure and Confidentiality**

**5.1** Processor shall keep Personal Data confidential and shall not disclose Personal Data to any Third Party without the prior written approval of Controller, except where such disclosure is required for the performance of the Agreement or the processing by a Sub-Processor as listed in Schedule 1, or where Personal Data need to be disclosed for audit purposes as described in Clause 11.

**5.2** Processor shall ensure that any person working under the direct authority of Processor or any Sub-Processor is committed to respect and maintain the confidentiality of the Personal Data.

## **6. Security**

**6.1** Processor shall implement and maintain appropriate technical and organisational security measures to prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data. These measures shall take into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of likelihood and severity for the rights of the Data Subjects.

**6.2** Processor shall ensure that each Sub-Processor implements and maintains technical and organisational security measures that are at least equivalent to those described in Clause 6.1, taking into account the specific processing activities performed by each Sub-Processor.

**6.3** Acknowledging that the measures described in Clause 6.1 are subject to technical progress and development, parties agree that Processor is authorised to implement adequate alternative measures, provided that such measures shall not materially fall short of the level of security described in Clause 6.1.

## **7. Sub-Processors**

**7.1** Controller hereby grants Processor general written authorisation to engage Sub-Processors for the processing of Personal Data on behalf of Controller. Processor shall remain fully liable to Controller for the performance of each Sub-Processor's obligations under this DPA.

**7.2** Processor shall ensure that each Sub-Processor is contractually bound to terms which offer at least the same level of protection for Personal Data as those set out in this DPA.

**7.3** Controller is deemed to have consented to the processing of Personal Data by the Sub-Processors listed in Schedule 1 to this DPA. Processor shall inform Controller of any intended changes concerning the addition or replacement of Sub-Processors, thereby giving Controller the opportunity to object to such changes. Such objection shall not be unreasonable. Failing the Controller's objection within one (1) month, Controller will be deemed to consent to the engagement of the relevant Sub-Processor.

**7.4** If Controller objects to the engagement of a new Sub-Processor, Processor and Controller will consult to find a reasonable alternative. Any additional costs incurred in the agreed alternative will be payable by Controller.

**7.5** Processor shall maintain an up-to-date list of Sub-Processors in Schedule 1 and shall make this list available to Controller upon request.

## **8. Cooperation Obligations**

**8.1** Insofar as this is possible and taking into account the nature of the processing, Processor shall cooperate and assist Controller by appropriate technical and organisational measures in cases where Data Subjects wish to exercise their rights of access, rectification, erasure, restriction or data portability.

**8.2** Processor shall promptly inform Controller of any complaints, requests or enquiries received from Data Subjects directly. Processor shall not respond to such Data Subjects except where specifically instructed by Controller in writing.

**8.3** Processor shall cooperate with and assist Controller — taking into account the nature of the processing and the information available to Processor — insofar as this is necessary for Controller to be able to comply with its data protection impact assessment and prior consultation obligations under the GDPR.

## **9. Personal Data Breaches**

**9.1** Processor shall inform Controller without undue delay after becoming aware that a Personal Data Breach has occurred, whether at Processor or at any Sub-Processor.

**9.2** In the event of a Personal Data Breach, Processor shall promptly take required and appropriate measures to remediate the breach. Processor shall require each affected Sub-Processor to do the same. Furthermore, Processor shall provide Controller with all relevant information as reasonably requested regarding the breach and provide any other assistance as reasonably required to allow Controller to comply with its notification obligations.

## 10. Return and Destruction of Personal Data

**10.1** Upon termination of the Agreement or at the written request of Controller, Processor shall, at the option of Controller, return the Personal Data and all copies thereof to Controller and/or shall securely destroy such Personal Data and all copies thereof, including any copies held by Sub-Processors, except to the extent applicable EU or EU member state law requires longer storage. In such case:

- a. Processor shall keep the Personal Data confidential and shall only process the Personal Data to the extent required by the applicable law.
- b. Controller shall reimburse any costs associated with the foregoing to Processor.

**10.2** Processor shall ensure that each Sub-Processor deletes or returns all Personal Data in accordance with this Clause 10 within a reasonable timeframe.

## 11. Compliance and Right of Audit

**11.1** Controller shall have the right to verify Processor's compliance with the obligations under this DPA. Any such inspection will be conducted by Controller or on behalf of Controller by a qualified auditor. Processor shall make its processing systems, facilities and supporting documentation relevant to the processing of Personal Data available for the audit and provide all assistance reasonably required. Controller shall bear all costs of such audit.

**11.2** Where a Sub-Processor does not permit direct auditing by Controller, Processor shall request the Sub-Processor's most recent SOC 2 Type II report, ISO 27001 certificate, or equivalent independent audit report and make such report available to Controller upon request.

**11.3** Controller shall (a) give Processor reasonable notice of the intention to have an audit performed, (b) ensure that such audit is performed in compliance with Processor's confidentiality provisions, (c) ensure such audit does not unreasonably interfere with Processor's business operations and (d) conduct not more than one audit per year, unless Controller has a reasonable pressing reason to conduct more.

## 12. International Data Transfer

**12.1** Any transfer of Personal Data to a Sub-Processor located in a Non-Adequate Country shall be governed by the terms of the appropriate EC Standard Contractual Clauses as concluded between Processor and Sub-Processor, or by another lawful transfer mechanism as included in Chapter 5 of the GDPR.

**12.2** Clause 12.1 will not apply if the transfer is covered by Approved Measures applicable to the Sub-Processor. When becoming aware that the Sub-Processor no longer maintains the Approved Measure, Processor will ensure that the necessary EC Standard Contractual

Clauses or another valid transfer mechanism are concluded.

**12.3** Schedule 1 specifies the applicable transfer mechanism for each Sub-Processor located in a Non-Adequate Country. Processor shall conduct a transfer impact assessment where required and implement supplementary measures as necessary.

## **13. Liability**

**13.1** Controller and Processor expressly agree that liability between the Parties shall be governed by the provisions set out in the Platform Terms.

**13.2** In deviation of Clause 13.1, Controller shall indemnify, keep indemnified and hold harmless Processor against any claims, damages and losses of any Third Parties, including Data Subjects and enforcement actions of Data Protection Authorities, arising out of or resulting from Controller's failure to comply with Clause 4.2(i)–(iii).

**13.3** Processor shall be liable for the acts and omissions of its Sub-Processors to the same extent as if Processor were performing those processing activities itself, unless Processor proves that the act or omission causing the damage is not attributable to the Sub-Processor.

## Schedule 1 — Approved Sub-Processors

The following Sub-Processors are approved by Controller as of the date of this DPA. Processor shall update this Schedule when Sub-Processors are added or replaced in accordance with Clause 7.3.

Sub-Processor	Services / Processing Activities	Location	Transfer Mechanism
Amazon Web Services (AWS)	Cloud infrastructure, computing, storage and hosting of the Platform and Personal Data (incl. S3, EC2, Lambda and related services)	EU (Frankfurt, Ireland) / US	AWS Data Processing Addendum; EC SCCs for US transfers
Google Cloud Platform (Google LLC)	Cloud computing, AI/ML services (incl. Vertex AI, Cloud Storage, BigQuery), analytics and data processing infrastructure	EU (Netherlands, Belgium) / US	Google Cloud Data Processing Terms; EC SCCs for US transfers
fal.ai (fal.ai, Inc.)	AI model inference and execution, serverless GPU computing for AI workloads, model hosting and API services	US	EC SCCs; DPA with fal.ai
Railway (Railway Corp.)	Application hosting, deployment infrastructure, backend services, logging and container orchestration	US	EC SCCs; Railway DPA
Supabase (Supabase, Inc.)	Database hosting (PostgreSQL), authentication services, real-time data synchronisation, storage of User data and Platform data	US (AWS us-east-1) / EU available	EC SCCs; Supabase DPA
OpenRouter (OpenRouter, Inc.)	AI model routing and API gateway, forwarding User prompts and inputs to third-party AI model providers for inference	US	EC SCCs; OpenRouter DPA
Vercel (Vercel, Inc.)	Frontend hosting, serverless functions, edge network and CDN, handling of User requests and session data	Global (Edge) / US	EC SCCs; Vercel DPA

For each Sub-Processor listed above, Processor has ensured that:

- A data processing agreement is in place that meets the requirements of Article 28 GDPR.
- Appropriate technical and organisational security measures are implemented.
- Where Personal Data is transferred to a Non-Adequate Country, a valid transfer mechanism (EC Standard Contractual Clauses or Approved Measure) is in place, supplemented by a transfer impact assessment where required.
- The Sub-Processor's compliance posture is reviewed periodically, including available SOC 2 Type II reports, ISO 27001 certifications, or equivalent independent audit reports.

**Note regarding OpenRouter:** As OpenRouter routes User inputs to downstream AI model providers (such as OpenAI, Anthropic, Meta and others), Processor shall ensure that OpenRouter's terms contractually require equivalent data protection obligations from each downstream model provider. Controller acknowledges that the specific downstream model provider may vary depending on the model selected by the User.

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*End of Data Processing Agreement*