AVIOTIX DATA PROCESSING ADDENDUM (DPA)

Version: 1.1
Effective date: 21 December 2025

This Data Processing Addendum ("**DPA**") forms part of the agreement between:

- **Aviotix Limited**, incorporated in Ireland ("**Aviotix**", "**Processor**"), and
- the customer entity that accepts Aviotix's General Terms & Conditions ("**Customer**", "**Controller**").

This DPA applies where Aviotix Processes **Personal Data** on behalf of Customer in connection with the **Services**.

1. Definitions

Terms such as **Personal Data**, **Processing**, **Controller**, **Processor**, **Sub-processor**, **Supervisory Authority**, and **Personal Data Breach** have the meanings given to them in the **GDPR**.
 "**Services**" means the DroneTwins360 platform and any related support services provided by Aviotix.

2. Roles and scope

2.1 **Customer** acts as **Controller** of Customer Personal Data, and **Aviotix** acts as **Processor**, unless otherwise agreed in writing.

2.2 Aviotix will Process Personal Data **only**:

- to provide and support the Services;
- in accordance with Customer's documented instructions, including configuration and use of the Services; and
- as required by applicable law, in which case Aviotix will inform Customer unless legally prohibited from doing so.

3. Details of Processing

The subject matter, duration, nature, purpose of Processing, types of Personal Data, and categories of Data Subjects are described in **Annex 1**.

4. Aviotix obligations (Processor)

Aviotix will:

4.1 Confidentiality
Ensure that persons authorised to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

4.2 Security
Implement appropriate technical and organisational measures as described in **Annex 2**.

4.3 Assistance
Assist Customer, by appropriate technical and organisational measures and taking into account the nature of the Processing, with reasonable requests relating to:

- data subject rights requests;
- data protection impact assessments (DPIAs) and prior consultations where required; and
- Customer's compliance obligations under GDPR Articles 32–36.

4.4 Personal Data Breach
Notify Customer without undue delay after becoming aware of a Personal Data Breach affecting Customer Personal Data and provide information reasonably required to support Customer's compliance obligations.

4.5 Deletion or return
Delete or return Customer Personal Data in accordance with Section 10 of this DPA and the applicable retention and deletion provisions of the Aviotix General Terms & Conditions (including Schedule 2 — Retention & Deletion), unless retention is required by applicable law.

4.6 Compliance information and audits
Make available information reasonably necessary to demonstrate compliance with this DPA and allow audits in accordance with **Section 9**.

4.7 Processing Instructions

Aviotix shall Process Personal Data only on documented instructions from the Customer, unless required to do so by applicable law.

5. Customer obligations (Controller)

Customer is responsible for:

5.1 ensuring a valid legal basis for the collection and provision of Personal Data to Aviotix and for all Processing instructions;
5.2 the accuracy, quality, and legality of Personal Data and the means by which it was

obtained; and
5.3 configuring and using the Services in compliance with GDPR and applicable law.

6. Sub-processors

6.1 Customer grants Aviotix general authorisation to engage Sub-processors for the provision of the Services.

6.2 Aviotix will maintain a list of Sub-processors in **Annex 3** or via a published sub-processor list.

6.3 Aviotix will ensure that Sub-processors are bound by data protection obligations no less protective than those set out in this DPA.

6.4 **Changes**
Where practicable, Aviotix will notify Customer of any intended addition or replacement of a Sub-processor. Customer may object on reasonable data protection grounds within **ten (10) days** of such notice. If the parties are unable to resolve the objection, Customer may terminate **only the affected Service(s)** without penalty, with a pro-rata refund of any prepaid, unused fees for those affected Service(s), where applicable.

7. International transfers

Where Personal Data is transferred outside the EEA, the United Kingdom, or Switzerland, Aviotix will ensure that an appropriate lawful transfer mechanism applies, such as the **EU Standard Contractual Clauses (SCCs)**, the **UK Addendum**, or an adequacy decision, as applicable.

8. Security

Aviotix will implement appropriate technical and organisational measures ("**TOMs**") to protect Personal Data as described in **Annex 2**, and may update such measures from time to time, provided that the overall level of security is not materially reduced.

9. Audits

9.1 Customer may audit Aviotix's compliance with this DPA **through an independent, reputable auditor bound by confidentiality**, no more than once per calendar year, upon thirty (30) days' prior written notice, during normal business hours, and subject to reasonable confidentiality, security, and non-disruption requirements.

9.2 Audits must not unreasonably interfere with Aviotix's operations or compromise security or other customers' data. Customer shall bear its own audit costs.

9.3 Where available, Aviotix may satisfy audit requests by providing relevant third-party audit reports, certifications, summaries, or security documentation, unless the Customer reasonably demonstrates that such materials are insufficient.

10. Deletion and return

10.1 During the term of the agreement, Aviotix will make Customer Personal Data available to Customer through the Services.

10.2 Upon termination or expiry of the Services, Aviotix will, at Customer's choice and where supported by the Services, delete or return Customer Personal Data, unless retention is required by applicable law.

10.3 Backup copies are deleted on a rolling basis in accordance with Aviotix's standard backup retention practices.

11. Liability and conflict

11.1 This DPA is subject to the liability limits, exclusions, and disclaimers set out in the parties' main agreement, unless applicable law requires otherwise.

11.2 In the event of a conflict between this DPA and the main agreement in relation to data protection matters, **this DPA prevails** for those matters only.

12. Order of precedence and signatures

This DPA may be executed electronically and/or accepted via an online order flow. It is incorporated by reference into the parties' agreement.

Aviotix Limited (Processor)
By: _____   Name: _____
Title: _____   Date: _____

Customer (Controller)
By: _____   Name: _____
Title: _____   Date: _____

Annex 1 — Processing details (GDPR Art. 28(3))

Subject matter: Provision of the DroneTwins360 Services, including data storage, processing, analysis, and sharing features as configured and initiated by the Customer, as well as customer support and service operations.

Duration: For the term of the applicable agreement, plus any limited period required for deletion and backup retention in accordance with Aviotix's standard retention practices.

Nature of Processing: Hosting, storing, structuring, retrieving, transmitting, and processing datasets and associated metadata, as initiated by Customer use of the Services.

Purpose: To provide, operate, secure, maintain, and support the Services in accordance with the Customer's instructions, configuration, and use of the Services.

Types of Personal Data (typical):

- Account data (name, email, company, role)
- Billing/transaction metadata (invoice identifiers; payment handled by Customer's payment method/provider)
- Support communications (tickets, messages)
- Content metadata that may include Personal Data where applicable (e.g. EXIF or GNSS metadata linked to an identifiable individual, user-generated labels or notes)
- **Categories of Data Subjects:** Customer's authorised users; Customer contacts; individuals whose Personal Data is included in content uploaded to the Services (if any).
- **Special Categories:** Not intended. Customer must not upload special category data or other highly sensitive data unless explicitly agreed in writing and subject to appropriate safeguards.

Annex 2 — Security measures (TOMs)

Aviotix maintains a security program appropriate for a SaaS service, including:

- Access control (least privilege, role-based access, strong authentication for admin access)
- Encryption in transit (TLS) and encryption at rest where supported by storage systems
- Logical separation of customer environments (tenant separation controls)
- Logging and monitoring for security events
- Vulnerability management and patching practices
- Backup and disaster recovery practices
- Incident response process and breach escalation
- Staff confidentiality and security awareness practices
- Sub-processor due diligence and contractual controls

Aviotix may update these measures from time to time, provided that any such changes do not materially reduce the overall level of security.

Annex 3 — Approved Sub-processors

Aviotix may engage the following third parties to support delivery and operation of the Services.

Sub-processor	Service	Location(s)	Purpose
Cloudflare, Inc.	CDN, DNS, security	EU / US	Network security, traffic routing, performance optimisation
MEGA Ltd.	Cloud storage	EU / NZ	Storage of Customer Input Data and generated outputs
Stripe Payments Europe, Ltd.	Payment processing	EU / US	Subscription payments and billing
Revolut Bank UAB	Banking & payments	EU (LT)	Business banking and payment operations
Intuit QuickBooks	Accounting software	EU / US	Accounting, invoicing, and financial records

Certain providers, such as payment, banking, and accounting services, act as independent controllers for the personal data they process in accordance with their own legal and regulatory obligations. Aviotix acts as a controller, not a processor, in relation to such data.

For clarity, where a listed provider acts as an independent controller, Aviotix does not act as a processor in respect of such processing, and this DPA does not apply to that provider's independent controller activities.