# COTOOL DATA PROCESSING ADDENDUM

Last Updated: November 20, 2026

Version: 1.0

This Data Processing Addendum (this "**DPA**") forms part of the agreement between Cotool, Inc. ("**Cotool**") and the customer identified in that agreement ("**Customer**") that incorporates this DPA by reference, including the Cotool Terms of Service (the "**Agreement**"). This DPA governs Cotool's processing of Customer Personal Data solely on Customer's behalf in providing the Services.

Customer accepts this DPA when it accepts the Agreement. No separate signature is required. If Customer and Cotool have signed a separate data processing agreement covering the Services, that signed agreement governs instead of this DPA.

## 1. Definitions

Capitalized terms used but not defined in this DPA have the meanings given in the Agreement.

1.1 "**Applicable Privacy Law**" means all privacy and data protection laws and regulations that apply to the processing of Customer Personal Data under the Agreement, including, to the extent applicable:

(a) the General Data Protection Regulation (EU) 2016/679 ("**GDPR**");

(b) the GDPR as incorporated into UK law, and the UK Data Protection Act 2018 (together, "**UK GDPR**");

(c) the Swiss Federal Act on Data Protection;

(d) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and its regulations ("**CCPA**");

(e) other U.S. state privacy laws; and

(f) any laws that implement, replace, or supplement any of the foregoing.

1.2 "**Customer Personal Data**" means personal data contained in Customer Data that Cotool processes solely on Customer's behalf in providing the Services.

1.3 "**De-identified Data**" means data that has been de-identified, anonymized, or aggregated so that it can no longer reasonably be used to identify an individual, within the meaning of Applicable Privacy Law.

1.4 "**Security Breach**" means a breach of Cotool's security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Personal Data attributable to Cotool.

1.5 "**Standard Contractual Clauses**" or "**SCCs**" means the standard contractual clauses annexed to European Commission Implementing Decision (EU) 2021/914, as amended or replaced from time to time.

1.6 "**UK Addendum**" means the International Data Transfer Addendum to the SCCs issued by the UK Information Commissioner under s.119A of the Data Protection Act 2018, as amended or replaced from time to time.

1.7 The terms "**controller**," "**processor**," "**data subject**," "**personal data**," and "**processing**," have the meanings given in the GDPR, irrespective of whether the GDPR applies. The terms "**business**," and "**service provider**" have the meanings given in the CCPA. "Personal data" includes "personal information" and similar terms.

## 2. Roles and Scope

2.1 **Roles.** For Customer Personal Data, Customer is the controller (or a processor acting for its own customers), and Cotool is Customer's processor and, for purposes of the CCPA, Customer's service provider. If Customer is a processor, Customer confirms that its controller has authorized Customer's instructions to Cotool, including the appointment of Cotool as a sub-processor. Customer will be Cotool's sole point of contact on behalf of that controller.

2.2 **Scope.** Annex I describes the subject matter, nature, purpose, and duration of the processing, and the types of personal data and categories of data subjects.

2.3 **Cotool's Own Data.** This DPA does not apply to personal data that Cotool processes as a controller / business, such as:

(a) account, billing, and contact information about Customer and its Authorized Users;

(b) website and marketing data; and

(c) De-identified Data.

Cotool's Privacy Policy governs Cotool's processing as a controller / business.

**3. Processing of Customer Personal Data**

3.1 **Customer Instructions.** Cotool will process Customer Personal Data only on Customer's documented instructions, unless otherwise required by law. In that case Cotool will inform Customer of the legal requirement before processing, unless the law prohibits doing so. Customer's complete documented instructions consist of:

(a) the Agreement and this DPA;

(b) Customer's configuration and use of the Services, including the Connected Applications it connects and the Agent Actions it enables; and

(c) any other written instructions Cotool agrees to in writing.

Cotool will inform Customer if it believes an instruction infringes Applicable Privacy Law.

3.2 **Customer Responsibilities.** Customer is responsible for the lawfulness of its instructions and of the Customer Personal Data it makes available to the Services. Customer represents and warrants that it has provided all notices and obtained all consents and authorizations that Applicable Privacy Law requires for Cotool to process Customer Personal Data as described in the Agreement and this DPA, including Section 3.3.

Nothing in this DPA limits Cotool's rights under the Agreement to process personal data including, without limitation, to collect, use, or disclose Usage Data, Aggregated Data, De-identified Data, or Service Improvements.

3.4 **CCPA.** To the extent the CCPA applies to Cotool in its capacity a service provider, Cotool will not:

(a) sell or share Customer Personal Data (as "sell" and "share" are defined in the CCPA);

(b) retain, use, or disclose Customer Personal Data for any purpose, including any commercial purpose, other than the business purposes specified in the Agreement and this DPA, or as otherwise permitted for service providers by the CCPA;

(c) retain, use, or disclose Customer Personal Data outside the direct business relationship between Cotool and Customer, except as the CCPA permits; or

(d) combine Customer Personal Data with personal information it receives from or on behalf of another person, or collects from its own interactions with consumers, except as the CCPA permits.

Customer discloses or otherwise makes available Customer Personal Data to Cotool for the limited and specific purpose of enabling Cotool to provide the Services to Customer in accordance with the Agreement and this DPA. Cotool will comply with the CCPA's obligations that apply to service providers, provide the same level of privacy protection the CCPA requires of businesses, and notify Customer if it determines that it can no longer meet its obligations under the CCPA. On notice, Customer may take reasonable and appropriate steps to stop and remediate any unauthorized use of Customer Personal Data. Cotool certifies that it understands and will comply with the restrictions in this Section 3.4.

3.5 **Personnel.** Cotool will ensure that its personnel authorized to process Customer Personal Data are bound by appropriate obligations of confidentiality.

## 4. Security

4.1 **Security Measures.** Cotool will implement and maintain the technical and organizational measures described in Annex II (the "**Security Measures**"). Cotool may update the Security Measures from time to time, provided the updates do not materially decrease the overall protection of Customer Personal Data.

4.2 **Customer's Security Responsibilities.** Customer is responsible for the security of its Account, credentials, Connected Applications, and its own systems, and for configuring the Services, including the permissions it grants and the Agent Actions it enables, in a way that meets its own security requirements.

## 5. Security Breaches

5.1 **Notification.** Cotool will notify Customer without undue delay after becoming aware of a Security Breach. Notice will be sent to the email address associated with Customer's Account.

5.2 **Information and Assistance.** Cotool will provide information about the Security Breach as it becomes available and as reasonably needed for Customer to meet its own notification obligations under Applicable Privacy Law. Cotool will take reasonable steps to contain, investigate, and mitigate the Security Breach as it relates to Cotool's impacted systems.

5.3 **No Acknowledgment of Fault.** Cotool's notice of, or response to, a Security Breach is not an acknowledgment of fault or liability.

5.4 **Exclusions.** Unsuccessful attempts or activities that do not compromise the security of Customer Personal Data are not Security Breaches. These include pings, port scans, denial-of-service attacks, and failed login attempts.

## 6. Subprocessors

6.1 **General Authorization.** Customer gives Cotool general authorization to engage subprocessors to process Customer Personal Data. The current list of subprocessors is at www.cotool.ai/subprocessors (the "**Subprocessor List**").

6.2 **Subprocessor Obligations.** Cotool will enter into a written agreement with each subprocessor imposing data protection obligations that are consistent with those that apply to Customer Personal Data in this DPA, to the extent applicable to the services the subprocessor provides. Cotool remains responsible for its subprocessors' performance of those obligations to the extent required by Applicable Privacy Law.

6.3 **Changes to Subprocessors.** Cotool may add or replace subprocessors at any time. Customers may subscribe to receive notifications about new subprocessors by emailing Cotool at legal@cotool.ai. If Customer subscribes to such notifications, Cotool will email Customer prior to engaging any new subprocessors at the email address provided.

6.4 **Objections.** Where Applicable Privacy Law gives Customer a right to object, Customer may object within ten (10) days after the notification has been sent, only if such subprocessor would cause (i) Customer to be in material breach of Applicable Privacy Law, or (ii) Cotool to be in breach of Section 6.2 of this DPA. The parties will then discuss Customer's concerns in good faith.

## 7. Assistance

7.1 **Data Subject Requests.** If Cotool receives a request from a data subject relating to Customer Personal Data, Cotool may direct the data subject to the relevant controller responsible for their personal data, unless Applicable Privacy Law requires otherwise. Taking into account the nature of the processing, Cotool will assist Customer in responding to data subject requests. It will do so primarily by providing functionality in the Services that lets Customer access, correct, export, and delete Customer Personal Data. Customer will bear any costs of assistance beyond that functionality, to the extent Applicable Privacy Law permits.

7.2 **Impact Assessments and Consultations.** Taking into account the nature of the processing and the information available to Cotool, Cotool will provide reasonable assistance to Customer with any data protection impact assessments and prior consultations with supervisory authorities that Applicable Privacy Law requires. Cotool will do so primarily by making available its documentation and the information described in Section 8.

## 8. Audits

8.1 **Reports and Information.** Cotool will make available to Customer the information reasonably necessary to demonstrate Cotool's compliance with this DPA. This includes, on written request, a summary of Cotool's most recent SOC 2 Type II report or other third-party audit report and Cotool's standard security documentation. Customer may request this information no more than once in any twelve (12) month period, unless a Security Breach has occurred or a supervisory authority requires it. All such information is Cotool's Confidential Information.

8.2 **Further Audits.** If Customer reasonably demonstrates that the information in Section 8.1 is insufficient to demonstrate Cotool's compliance with this DPA, and an audit is required by Applicable Privacy Law or the SCCs, Customer may conduct an audit itself or through an independent auditor bound by confidentiality obligations. The audit is subject to these conditions:

(a) Customer gives at least thirty (30) days' prior written notice;

(b) Customer conducts no more than one audit in any twelve (12) month period;

(c) the audit takes place during normal business hours, under a scope and plan mutually agreed in advance;

(d) the audit is conducted in a way that minimizes disruption to Cotool's business and protects the confidentiality of other customers' data; and

(e) Customer bears all costs of the audit, including Cotool's reasonable costs.

## 9. Return and Deletion

9.1 **Return.** During the term of the Agreement, Customer may export Customer Data using the functionality the Services provide.

9.2 **Deletion After Termination.** After the Agreement ends, Cotool will delete Customer Personal Data as described in the Agreement.

9.3 **Deletion on Request.** On Customer's written request, Cotool will delete Customer Personal Data or convert it to De-identified Data. This includes Customer Personal Information contained in Run Records that are retained under the Agreement.

9.4 **Exceptions.** Sections 9.2 and 9.3 do not apply to:

(a) Customer Personal Data that Cotool must retain under applicable law, which Cotool will continue to protect under this DPA and process only as that law requires;

(b) copies in backups, which will be deleted on Cotool's normal backup rotation and will not be actively processed in the meantime; or

(c) De-identified Data.

## 10. International Transfers

10.1 **Transfers.** Cotool and its subprocessors may process Customer Personal Data in the United States and in any other country where Cotool or its subprocessors operate. Cotool will ensure that any transfer of Customer Personal Data out of the European Economic Area, the United Kingdom, or Switzerland complies with Applicable Privacy Law.

10.2 **EU Transfers.** To the extent Customer Personal Data subject to the GDPR is transferred to Cotool in a country without an adequacy decision, the parties agree to the SCCs, which are incorporated into this DPA by reference, as follows:

(a) Module Two (controller to processor) applies where Customer is a controller, and Module Three (processor to processor) applies where Customer is a processor;

(b) Customer is the data exporter and Cotool is the data importer;

(c) in Clause 7, the optional docking clause applies;

(d) in Clause 9, Option 2 (general written authorization) applies, with the notice period in Section 6.3 of this DPA;

(e) in Clause 11, the optional language does not apply;

(f) in Clause 17, Option 1 applies, and the governing law is that of Ireland;

(g) in Clause 18(b), disputes will be resolved before the courts of Ireland; and

(h) Annexes I and II of the SCCs are completed by Annexes I and II of this DPA.

10.3 **UK Transfers.** To the extent Customer Personal Data subject to the UK GDPR is transferred to Cotool in a country without adequacy regulations, the SCCs apply as set out in Section 10.2, as amended by the UK Addendum, which is incorporated into this DPA by reference. For purposes of the UK Addendum:

(a) Table 1 is completed with the information in Annex I;

(b) Table 2 is completed with the selections in Section 10.2;

(c) Table 3 is completed with Annexes I and II of this DPA; and

(d) in Table 4, either party may end the UK Addendum as permitted by its Section 19.

10.4 **Swiss Transfers.** To the extent Customer Personal Data subject to the Swiss Federal Act on Data Protection is transferred, the SCCs apply as set out in Section 10.2, with these changes:

(a) references to the GDPR are read as references to the Swiss Federal Act on Data Protection;

(b) the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner; and

(c) the term "member state" does not exclude data subjects in Switzerland from bringing claims in their place of habitual residence.

10.5 **Execution.** By accepting the Agreement, the parties are deemed to have signed the SCCs and the UK Addendum, including their Annexes, as of the date Customer accepts the Agreement.

## 11. Liability

Each party's liability arising out of or relating to this DPA, whether in contract, tort, or under any other theory, is subject to the exclusions and limitations of liability in the Agreement, and counts toward those limitations. This DPA does not create any separate indemnity. Nothing in this Section 11 limits either party's liability to data subjects under the SCCs, to the extent the SCCs prohibit such a limitation.

## 12. General

12.1 **Term.** This DPA remains in effect for as long as Cotool processes Customer Personal Data under the Agreement. Sections 9 and 11 survive any termination or expiration.

12.2 **Order of Precedence.** If there is a conflict:

(a) the SCCs (and the UK Addendum, where applicable) prevail over this DPA and the Agreement;

(b) this DPA prevails over the Agreement with respect to the processing of Customer Personal Data, except that the Agreement governs liability (Section 11) and Cotool's rights described in the Agreement; and

(c) the Agreement governs in all other respects.

Nothing in this DPA modifies the SCCs or affects any data subject's rights under them.

12.3 **Changes.** Cotool may update this DPA by posting a new version at www.cotool.ai/license and giving notice as provided for changes to the Agreement. Updates will not reduce the protection of Customer Personal Data below what Applicable Privacy Law requires. They take effect as provided in the Agreement. Cotool may make changes that are required by Applicable Privacy Law, or by a new version of the SCCs or UK Addendum, effective immediately.

12.4 **Governing Law.** Except as the SCCs require otherwise, this DPA is governed by the law that governs the Agreement.

## ANNEX I — DESCRIPTION OF PROCESSING

### A. List of Parties

**Data exporter:** Customer, as identified in the Agreement and Customer's Account.

- Address and contact person: the address and contact details associated with Customer's Account.
- Activities relevant to the transfer: use of the Services as described in the Agreement.
- Signature and date: deemed signed on Customer's acceptance of the Agreement.
- Role: controller (or processor, where Customer acts on behalf of its own customers).

**Data importer:** Cotool, Inc.

- Address: 149 Maiden Ln, Unit 300, San Francisco, CA 94108, USA.
- Contact person: Legal / Privacy — legal@cotool.ai.
- Activities relevant to the transfer: providing the Services as described in the Agreement.
- Signature and date: deemed signed on Customer's acceptance of the Agreement.
- Role: processor.

### B. Description of Transfer

**Categories of data subjects.** As determined by Customer through its use of the Services, these may include Customer's Authorized Users and Customer's current and former employees, contractors, and other individuals whose personal data is contained in Customer Data.

**Categories of personal data.** As determined by Customer through its use of the Services, these may include, without limitation, names, email addresses, usernames and other identifiers, IP addresses and device identifiers, and account and activity data from Connected Applications.

**Sensitive data.** None intended by the parties. See the Agreement's restrictions on sensitive data. Any sensitive data is protected by the Security Measures in Annex II.

**Frequency of the transfer.** Continuous, for as long as Customer uses the Services.

**Nature of the processing.** Processing needed to provide the Services under the Agreement, including storage and analysis of Customer Data (including by automated and AI systems), actions Customer configures, and the processing described in Section 3.3.

**Purposes of the processing.** Providing, securing, maintaining, and supporting the Services under the Agreement, and the purposes described in Section 3.3 of this DPA.

**Retention period.** The term of the Agreement and any deletion period that follows it, subject to the retention periods of Customer's Plan and Section 9 of this DPA.

**Transfers to subprocessors.** As described in the Subprocessor List, for the subject matter, nature, and duration of processing described in this Annex I.

### C. Competent Supervisory Authority

The supervisory authority determined under Clause 13 of the SCCs. If none can be determined, the Irish Data Protection Commission.

## ANNEX II — TECHNICAL AND ORGANIZATIONAL SECURITY MEASURES

**Access control**

- Individual named accounts for personnel.
- Role-based access on a least-privilege basis.
- Multi-factor authentication for access to production systems.
- Access promptly revoked when personnel leave.

**Secure development**

- Security training for engineers.
- Peer review of code before deployment.
- Dependency vulnerability scanning and static analysis.
- Separate development, staging, and production environments.
- Change management with version control and restricted production access.

**Encryption**

- Data in transit is encrypted with TLS 1.2 or higher.
- Data at rest is encrypted with AES-256 or stronger.
- Keys are managed through the cloud provider's key management service.

**Infrastructure and physical security**

- The Services are hosted on Google Cloud Platform. Its data centers maintain physical and environmental controls, which Cotool inherits.
- Hardened baseline configurations are deployed through peer-reviewed infrastructure-as-code.

**Vulnerability management**

- Ongoing vulnerability scanning.
- Annual third-party penetration testing.
- Patching prioritized by severity.

**Logging and monitoring**

- Centralized security logging and SIEM-based detection, with alerting to security personnel.
- Security logs are retained for at least 90 days.

**Availability and resilience**

- Multi-zone deployment with failover.
- Backups and disaster-recovery procedures.
- On-call coverage to detect and respond to service incidents.

**Incident response**

- A documented incident response plan with defined roles, which is periodically reviewed.
- Breach notification as described in Section 5 of the DPA.

**Compliance**

- An independent SOC 2 Type II audit program.

**Subprocessors**

- Due diligence before engagement.
- Written data protection terms, as described in Section 6 of the DPA.

**Assistance to Customer**

- Self-service functionality for export and deletion.

- Assistance with data subject requests, as described in Section 7 of the DPA.