Data Processing Agreement

Sallyport - governed AI & API access to your business software

DRAFT TEMPLATE - This document is a starting point provided for convenience. It is not legal advice. Review and adapt it with your own legal counsel, and complete the bracketed [ ] fields, before signing.

This Data Processing Agreement ("DPA") forms part of the agreement between the Customer and Sallyport for the provision of the Sallyport service (the "Agreement"). It governs the processing of personal data by Sallyport on behalf of the Customer in connection with the service.

Parties

Controller ("Customer")	[Customer legal name], [address], [registration no.]
Processor ("Sallyport")	Sallyport BV, [address], the Netherlands, [KvK no.]
Effective date	[date] (or the date the Agreement takes effect)

1. Definitions

Terms such as "personal data", "processing", "controller", "processor", "data subject", "personal data breach" and "supervisory authority" have the meaning given to them in the EU General Data Protection Regulation 2016/679 ("GDPR"). "Sub-processor" means any processor engaged by Sallyport to process personal data on behalf of the Customer.

2. Subject matter, nature, purpose and duration

Sallyport provides a governed access layer between AI/LLM tools and the Customer's business software: per-person access rules, filtered results, and audit logging. In providing the service, Sallyport processes personal data on the Customer's documented instructions, for the purpose of operating the service. Processing continues for the duration of the Agreement and until deletion or return of the data in accordance with section 11.

3. Roles of the parties

The Customer is the controller of the personal data processed through the service and is responsible for the lawfulness of that processing and for having an appropriate legal basis. Sallyport acts as processor and processes personal data only as set out in this DPA and the Agreement.

4. Customer instructions

Sallyport processes personal data only on the Customer's documented instructions, including with regard to transfers, unless required to do so by EU or member-state law; in that case Sallyport informs the Customer of that legal requirement before processing, unless the law prohibits it. The Agreement, this DPA, and the Customer's configuration of access rules and filters in the service constitute the Customer's complete documented instructions. Sallyport informs the Customer if, in its opinion, an instruction infringes the GDPR or other data-protection law.

5. Confidentiality

Sallyport ensures that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and that access is limited to

those who need it to provide the service.

6. Security of processing

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 risks to data subjects, Sallyport implements appropriate technical and organisational measures to ensure a level of security appropriate to the risk. A summary of these measures is set out in Annex 3.

7. Sub-processors

The Customer provides a general authorisation for Sallyport to engage sub-processors. Sallyport imposes on each sub-processor, by contract, data-protection obligations equivalent to those in this DPA, and remains fully liable to the Customer for the performance of each sub-processor's obligations. Sallyport maintains a current list of sub-processors (Annex 2) and will inform the Customer of any intended addition or replacement, giving the Customer the opportunity to object on reasonable data-protection grounds.

8. Assistance to the Customer

Taking into account the nature of the processing, Sallyport assists the Customer by appropriate technical and organisational measures, insofar as possible, in fulfilling the Customer's obligation to respond to requests to exercise data-subject rights, and in ensuring compliance with the Customer's obligations under Articles 32 to 36 GDPR (security, breach notification, data-protection impact assessments and prior consultation), taking into account the information available to Sallyport.

9. Personal data breach

Sallyport notifies the Customer without undue delay after becoming aware of a personal data breach affecting the Customer's personal data, and provides the Customer with sufficient information to allow it to meet any obligations to report the breach to a supervisory authority or data subjects.

10. International transfers

Sallyport does not transfer the Customer's personal data outside the European Economic Area without an appropriate transfer mechanism under Chapter V GDPR (such as an adequacy decision or the EU Standard Contractual Clauses). Sallyport's infrastructure and primary sub-processor are located in the EU (see Annex 2).

11. Deletion or return of data

On termination of the service, and at the Customer's choice, Sallyport deletes or returns all personal data processed on the Customer's behalf and deletes existing copies, unless EU or member-state law requires storage of the personal data. Backups are deleted in the ordinary course of Sallyport's backup cycle.

12. Audits

Sallyport makes available to the Customer information necessary to demonstrate compliance with this DPA and allows for and contributes to audits, including inspections, conducted by the Customer or an auditor mandated by the Customer, on reasonable prior notice and subject to appropriate confidentiality obligations. Where available, third-party certifications or reports may be used to satisfy audit requests.

13. Liability and term

This DPA is effective for as long as Sallyport processes personal data on behalf of the Customer. Liability under this DPA is subject to the limitations and exclusions of liability agreed in the Agreement. If there is a conflict between this DPA and the Agreement on data protection, this DPA prevails.

14. Governing law

This DPA is governed by the laws of the Netherlands, and disputes are subject to the competent court in [jurisdiction], unless mandatory law provides otherwise.

Annex 1 - Details of the processing

Subject matter	Provision of the Sallyport governed-access service.
Duration	For the term of the Agreement and until deletion/return of data.
Nature and purpose	Governing, filtering, logging and mediating access by AI/LLM tools to the Customer's connected business software.
Categories of data subjects	The Customer's employees, contractors, customers and contacts whose data is held in the connected systems.
Categories of personal data	Contact details, employment-related data, and any personal data present in the connected systems that a governed request is permitted to reach. Special-category data is filtered by default.
Special categories	Not intended to be processed; filtered by default via access rules.

Annex 2 - Sub-processors

The following sub-processor is engaged by Sallyport at the date of this DPA:

Name	Hetzner Online GmbH
Location	Germany (European Union)
Service	Cloud hosting and infrastructure.
Data processed	Hosted service data, encrypted in transit.

An up-to-date list is published at www.sallyport.eu/privacy and is available on request at info@sallyport.eu. Sallyport informs the Customer of any intended change to its sub-processors in advance.

Annex 3 - Technical and organisational measures

- Encryption of personal data in transit.
- Per-person, least-privilege access controls enforced at the governed-access layer.
- Default filtering of special-category and sensitive fields.
- Full audit logging of governed requests, retained per policy.
- Access to production systems limited to authorised personnel under confidentiality.
- EU-based hosting and infrastructure (Annex 2).
- Regular review of access rights and security measures.
- Documented backup and restore procedures.

These measures are reviewed periodically and may be updated to maintain an appropriate level of security; any update will maintain at least an equivalent level of protection.

Signatures

For the Customer (Controller)	Name: _____	Title: _____	Date: _____
For Sallyport (Processor)	Name: _____	Title: _____	Date: _____