

Winrove

Data Processing Addendum

Version v2.6 · IT Custom Solution LLC ("Processor") · Effective as of the date of last signature below

This Data Processing Addendum ("DPA") forms part of the Terms of Service between the customer executing it below ("Controller") and IT Custom Solution LLC, a New York limited liability company ("Processor", "ITC"). It applies to any processing of Personal Data on behalf of the Controller via the Winrove service (the "Service").

1. Parties & roles

The Controller determines the purposes and means of processing. The Processor processes Personal Data only on documented instructions from the Controller, except where required to do otherwise by Union or Member State law (in which case the Processor will inform the Controller of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest).

2. Subject matter & duration

Subject matter: provision of the Winrove service. Duration: the term of the Order Form plus the retention period defined in Section 9. Nature and purpose: SaaS data processing covering storage, retrieval, analysis, and generation in furtherance of the Controller's procurement activities.

3. Categories of data & data subjects

Categories of Personal Data: identifying data (name, work email, role, company), contact data, professional data (NAICS/PSC, certifications, past performance), and technical metadata (IP address, user agent, timestamps). Categories of data subjects: Controller's employees, contractors, and authorized agents using the Service.

The Service is not intended for processing special categories of data under Art. 9 GDPR. Controller agrees not to upload such data without prior written agreement.

4. Subprocessors

Controller authorizes Processor to engage the subprocessors listed in Appendix B. Processor will notify Controller 30 days before adding any new subprocessor, during which Controller may object on reasonable grounds. If Controller objects, Processor may terminate the affected portion of the Service with pro-rata refund.

5. International transfers

For transfers of Personal Data from the EU/EEA/UK to a country without an adequacy decision, the parties incorporate by reference the Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914), Module Two (Controller-to-Processor), with the clause elections noted in Appendix C. The UK Addendum (Version B1.0) applies to transfers from the United Kingdom.

6. Security measures

Processor implements the technical and organizational measures detailed in Appendix A, including encryption in transit (TLS 1.3) and at rest (AES-256), role-based access control with MFA, audit logging with retention sized to plan, vulnerability management against an internal SLA, and engineering on-call coverage for customer-affecting incidents. Detailed control descriptions are available on request via hello@winrove.com.

7. Data subject rights

Processor will assist Controller in responding to data subject requests (access, correction, deletion, portability, objection, restriction) via product features and, where insufficient, by good-faith manual handling within 30 days of a written request to hello@winrove.com.

8. Breach notification

Processor will notify Controller without undue delay (and in no event later than 72 hours) after becoming aware of a Personal Data Breach. Notification will include the nature of the breach, the categories and approximate number of data subjects and records concerned, the likely consequences, and the measures taken or proposed to address it.

9. Term & deletion

This DPA remains in effect for the duration of the Order Form. Upon termination, Processor will delete or return all Personal Data within 30 days, at Controller's option. Backups will be overwritten in the normal backup retention cycle, no later than 90 days. Certificates of deletion available on request.

10. Order of precedence

In the event of conflict between this DPA and the Terms of Service, this DPA controls with respect to the processing of Personal Data. The Appendices form an integral part of this DPA.

Appendix A • Technical and Organizational Measures

- **Encryption.** All customer data encrypted in transit (TLS 1.3) and at rest (AES-256). Backups encrypted with a key set separate from production. Encryption keys managed by the cloud and database providers per their key-rotation guidance.
- **Access control.** Production access granted by role, requires MFA, and is logged. Engineering access to customer data is reviewable; elevation for non-routine debugging requires an explicit ticket. Least-privilege defaults.
- **Hosting & residency.** Production runs on US-region cloud infrastructure (database, auth, and storage; application hosting; CDN, DNS, and edge). Customer data is stored in the United States.
- **Vulnerability management.** Continuous dependency scanning, application-level error monitoring, and routine review of platform advisories. Critical findings remediated as soon as a reliable fix is available; lower-severity findings tracked against an internal SLA.
- **Incident response.** Engineering on-call covers customer-affecting alerts. Customer-affecting incidents are posted to the public status page when confirmed; post-incident write-ups are published for Severity-1 events.
- **Audit logging.** Customer-visible audit logs available via the product UI and API; retention sized to plan, extended on Enterprise plans by agreement.

Appendix B • Subprocessors

VENDOR	PURPOSE	REGION
Supabase	Database, auth, storage	US
Railway	Application hosting	US
Cloudflare	CDN, DNS, edge functions	Global, US POPs
Stripe	Billing & subscriptions	US
Anthropic	LLM inference for product features	US
SendGrid	Transactional email	US
PostHog	Product analytics	US
Sentry	Error monitoring	US

The current list is maintained at winrove.com/trust. Processor notifies Controller 30 days before adding a new subprocessor.

Appendix C • Standard Contractual Clauses

The parties incorporate by reference the Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914, Module Two (Controller-to-Processor), with the following elections: Clause 7 (docking) included; Clause 9(a) Option 2 (general written authorisation, 30-day notice); Clause 11 optional redress language not included; Clause 17 governed by the law of Ireland; Clause 18 forum Ireland. Annex I (parties, description of transfer) is completed by the details in Sections 1–3 of this DPA and the signature blocks below; Annex II (measures) is Appendix A; Annex III (subprocessors) is Appendix B. For UK transfers, the parties incorporate the UK International Data Transfer Addendum (Version B1.0), with tables completed by the same details.

Appendix D • Execution

To execute: complete the Controller block, sign, and return the full document to hello@winrove.com with subject "DPA". Processor counter-signs and returns a fully executed copy within one business day.

CONTROLLER

SIGNATURE

NAME · TITLE

COMPANY · DATE

PROCESSOR

SIGNATURE

Olufela "Lu" Fagbure, Founder & Director
IT Custom Solution LLC

DATE