

Standard Data Processing Agreement of Second Arrow – version 2025.1

Second Arrow, located at Box D5902, Kwikstaartlaan 42, 3704GS Zeist, The Netherlands, registered with the Dutch Chamber of Commerce under number 96693363, hereinafter referred to as *Processor*.

This standard data processing agreement applies to all services provided by Second Arrow in which personal data may be processed on behalf of its clients, particularly consultancy, software development, audit, and code review services.

Article 1 – Subject

1. This agreement concerns the processing of personal data by Second Arrow in the context of its services.
2. The Processor shall process personal data only on behalf of the client and in accordance with this agreement and applicable law.

Article 2 – Purpose of processing

1. Processing takes place solely for the purpose of performing audits, reports, code reviews, technical analysis, and consultancy.
2. The Processor processes only personal data that may appear in source code, documentation, email correspondence, or other data provided by the client.

Article 3 – Obligations of the Processor

1. The Processor shall process personal data only under the documented instructions of the client.
2. The Processor guarantees appropriate technical and organizational measures to protect personal data against loss or unlawful processing.
3. The Processor shall not retain personal data longer than 30 days after completion of the services unless otherwise agreed.

Article 4 – Sub-processors

1. The Processor may use the following sub-processors:
 - **Microsoft Ireland Operations Ltd.** – for email, communication, and secure cloud storage (Office 365, OneDrive) within the EU/EEA.
 - **Atlassian Pty Ltd.** – for internal documentation and project management (Confluence Cloud), hosted within the EU (Frankfurt).
 - **RunPod Inc. (EU Region)** – used for GPU access within the EU.
2. The Processor ensures that these sub-processors comply with the GDPR and maintain appropriate security measures.

Article 5 – Confidentiality

The Processor and its personnel shall maintain confidentiality of all personal data and confidential information obtained during the services.

Article 6 – Data Breaches

The Processor shall notify the client of any personal data breach without undue delay and no later than 24 hours after becoming aware of it.

Article 7 – Rights of Data Subjects

The Processor shall, where possible, assist the client in fulfilling obligations related to data subject requests.

Article 8 – Termination

Upon termination of the agreement, the Processor shall delete or return all personal data to the client unless otherwise required by law.

Annex: Data Pro Statement

Item	Details
Processor name	Second Arrow
Address	Box D5902, Kwikstaartlaan 42, 3704GS Zeist, The Netherlands

Item	Details
Chamber of Commerce (KvK)	96693363
Privacy contact	info@secondarrow.io
Services	Consultancy, software development, audit, code review, and technical analysis of software projects
Categories of personal data	Names, email addresses, and other client-related personal data appearing in code, documentation, or communications
Categories of data subjects	Employees, customers, and other individuals related to the client
Purpose of processing	Perform audits, code reviews, and provide consultancy services
Sub-processor(s)	Microsoft Ireland Operations Ltd. (Office 365, OneDrive) – communication and storage within the EU; Atlassian Pty Ltd. (Confluence Cloud, EU) – documentation and knowledge management; RunPod Inc. (EU Region) – temporary analysis environment
Security measures	TLS security, encryption in transit and at rest, data isolation, limited access, deletion after 30 days
Retention period	30 days after completion of services
Processing location	The Netherlands and EU (Microsoft, Atlassian, RunPod EU servers)
Deletion	All data deleted after completion unless otherwise agreed
Data breach notification	Within 24 hours to the client

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Issued by: Second Arrow – info@secondarrow.io