# Data Processing Agreement

*Version 1.0 — August 26, 2026*

This Data Processing Agreement ("**DPA**") forms part of the agreement between **Falconer Development LLC**, doing business as DropStream ("**DropStream**"), and the customer identified in the applicable ordering document or online acceptance ("**Customer**") governing Customer's use of DropStream's services (the "**Agreement**"). This DPA applies to the extent DropStream processes Personal Data on Customer's behalf in providing the services described in the Agreement (the "**Services**").

## 1. Definitions

1.1 "**Customer Data**" means all data, including Personal Data, that Customer or its users submit to the Services or that DropStream processes on Customer's behalf in providing the Services.

1.2 "**Data Protection Laws**" means all laws and regulations applicable to the processing of Personal Data under this DPA, which may include, as applicable, the EU General Data Protection Regulation 2016/679 ("**GDPR**"), the UK GDPR, the Swiss Federal Act on Data Protection, and U.S. state privacy laws including the California Consumer Privacy Act as amended ("**CCPA**").

1.3 "**Personal Data**" means Customer Data that identifies or relates to an identified or identifiable natural person.

1.4 "**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data processed by DropStream under this DPA.

1.5 "**Subprocessor**" means a third party engaged by DropStream to process Customer Data on DropStream's behalf in providing the Services.

1.6 "**process**", "**controller**", "**processor**", "**data subject**", and similar terms have the meanings given in applicable Data Protection Laws; "**service provider**", "**business**", "**sell**", and "**share**" have the meanings given in the CCPA where the CCPA applies.

## 2. Roles and Scope of Processing

2.1 **Roles.** As between the parties, Customer is the controller (or, where Customer acts on behalf of a third-party controller, a processor) and DropStream

is the processor (or subprocessor) of Personal Data processed under this DPA. Where the CCPA applies, Customer is the business and DropStream is a service provider.

2.2 **Details of processing.** The subject matter, duration, nature and purpose of processing, the categories of Personal Data, and the categories of data subjects are described in **Annex 1**.

2.3 **Customer responsibilities.** Customer is responsible for the accuracy and lawfulness of the Personal Data it submits to the Services, for providing any required notices and obtaining any required consents or authorizations, and for its processing instructions complying with Data Protection Laws.

### 3. Processing on Documented Instructions

3.1 DropStream shall process Personal Data only on Customer's documented instructions, including with respect to transfers, unless required to do so by law to which DropStream is subject; in that case DropStream shall inform Customer of the legal requirement before processing unless the law prohibits doing so. The Agreement, this DPA, and Customer's use and configuration of the Services constitute Customer's complete documented instructions.

3.2 DropStream shall promptly inform Customer if, in DropStream's opinion, an instruction infringes applicable Data Protection Laws. DropStream is not obligated to perform a legal review of Customer's instructions.

### 4. Purpose Limitation

4.1 DropStream shall process Customer Data solely to provide, secure, and support the Services in accordance with the Agreement and this DPA, and for no other purpose.

4.2 Where the CCPA applies: DropStream shall not (a) sell or share Personal Data; (b) retain, use, or disclose Personal Data for any purpose other than the business purposes specified in the Agreement and this DPA, or as otherwise permitted by the CCPA; (c) retain, use, or disclose Personal Data outside the direct business relationship between the parties; or (d) combine Personal Data with personal information it receives from other sources except as permitted by the CCPA. DropStream certifies that it understands and will comply with the restrictions in this Section 4.2. DropStream shall notify Customer if it determines it can no longer meet its obligations under the CCPA, and Customer may take

reasonable and appropriate steps to stop and remediate unauthorized use of Personal Data.

**5. AI/ML Training**

Processor shall not use Customer Data, including Personal Data, to train, fine-tune, or improve any generalized machine-learning or artificial-intelligence model. Processor may use AI/ML technologies, including those provided by third parties identified as Subprocessors, solely to provide, secure, and support the Services, and shall ensure that any such third party is contractually prohibited from using Customer Data to train or improve its models.

**6. Confidentiality and Personnel**

6.1 DropStream shall ensure that persons authorized to process Personal Data are bound by written confidentiality obligations or are under an appropriate statutory obligation of confidentiality.
6.2 DropStream shall limit access to Personal Data to personnel who require such access to perform the Services, and shall provide such personnel with periodic security and privacy training.

**7. Security**

7.1 DropStream shall implement and maintain appropriate technical and organizational measures designed to protect Personal Data against Personal Data Breaches, including the measures described in **Annex 2**.
7.2 DropStream maintains an information security management system certified to **ISO/IEC 27001:2022**. DropStream may update the measures in Annex 2 from time to time, provided the updates do not materially reduce the overall security of the Services.

**8. Subprocessors**

8.1 **General authorization.** Customer provides general written authorization for DropStream to engage Subprocessors to process Customer Data. The current list of Subprocessors is published at **getdropstream.com/legal/subprocessors** (the "**Subprocessor List**").
8.2 **Flow-down.** DropStream shall enter into a written agreement with each Subprocessor imposing data-protection obligations no less protective than those

in this DPA, including the prohibition on AI/ML training in Section 5 where the Subprocessor provides AI/ML technology. DropStream remains liable for its Subprocessors' performance of those obligations.

8.3 **Changes and objection.** DropStream shall update the Subprocessor List before engaging a new Subprocessor that will process Customer Data. Customers may subscribe to change notifications as described on the Subprocessor List. Customer may object to a new Subprocessor on reasonable, documented data-protection grounds within **30 days** of the update by contacting DropStream at security@getdropstream.com. The parties will work together in good faith to resolve the objection (for example, by making available a reasonable alternative). If no resolution is reached within a reasonable period, Customer may terminate the affected Services in accordance with the Agreement as its sole remedy.

**9. Data Subject Requests**

9.1 Taking into account the nature of the processing, DropStream shall assist Customer by appropriate technical and organizational measures, insofar as reasonably possible, in fulfilling Customer's obligations to respond to data subject requests to exercise rights under Data Protection Laws (including access, rectification, erasure, restriction, portability, and objection).

9.2 If DropStream receives a request directly from a data subject relating to Personal Data processed on Customer's behalf, DropStream shall not respond except to direct the data subject to Customer, unless required by law, and shall promptly notify Customer of the request where legally permitted.

**10. Personal Data Breach Notification**

10.1 DropStream shall notify Customer without undue delay after becoming aware of a Personal Data Breach. The notification shall, to the extent then known, describe the nature of the breach, the categories and approximate volume of Personal Data and data subjects concerned, the likely consequences, and the measures taken or proposed to address the breach and mitigate its effects; information may be provided in phases as it becomes available.

10.2 DropStream shall take reasonable steps to contain, investigate, and remediate the Personal Data Breach, and shall provide Customer with reasonable cooperation to allow Customer to meet its own notification

obligations. DropStream's notification of or response to a Personal Data Breach is not an acknowledgement of fault or liability.

**11. Deletion and Return**

11.1 During the term, Customer may retrieve or delete Customer Data through the Services' functionality or by written request.
11.2 Upon termination or expiration of the Agreement, DropStream shall, at Customer's election, delete or return Customer Data, and shall delete remaining copies within **60 days**, except where retention is required by applicable law. Customer Data in backup media is deleted in the ordinary course of DropStream's backup rotation within **90 days**, and remains protected by the measures in Annex 2 until deletion.

**12. Audits and Assessments**

12.1 DropStream shall make available to Customer information reasonably necessary to demonstrate compliance with this DPA, including its ISO/IEC 27001:2022 certificate and summary security documentation, available on request via **getdropstream.com/trust-center**. The parties agree that such certifications and documentation satisfy Customer's audit and information rights in the first instance.
12.2 To the extent Customer's rights under Data Protection Laws cannot be satisfied under Section 12.1, Customer may conduct (itself or through an independent auditor bound by confidentiality) an audit of DropStream's compliance with this DPA, no more than once per twelve-month period, on at least **60 days'** written notice, during normal business hours, at Customer's expense, in a manner that does not disrupt DropStream's business and does not grant access to other customers' data or to DropStream's confidential information unrelated to the Services. Additional or on-site audit rights, if any, are as set out in Customer's ordering document.

**13. International Transfers**

13.1 DropStream processes Customer Data in the **United States** (see Annex 1). Customer authorizes the transfer of Personal Data to the locations described in Annex 1 and on the Subprocessor List.
13.2 To the extent the transfer of Personal Data from the European Economic

Area, the United Kingdom, or Switzerland to DropStream is subject to Data Protection Laws requiring a transfer mechanism, the parties incorporate by reference the **EU Standard Contractual Clauses — Module 2 (controller-to-processor)** where Customer acts as a controller of the Personal Data, and **Module 3 (processor-to-processor)** where Customer acts as a processor on behalf of a third-party controller — as supplemented by the UK International Data Transfer Addendum and the Swiss adaptations, with Annex 1 of this DPA serving as Annex I of the Standard Contractual Clauses and Annex 2 as Annex II.

### 14. Liability; Order of Precedence; General

14.1 Each party's liability arising out of or related to this DPA is subject to the limitations and exclusions of liability set out in the Agreement, which apply in the aggregate across the Agreement and this DPA.
14.2 In the event of a conflict between this DPA and the Agreement with respect to the processing of Personal Data, this DPA prevails. In the event of a conflict between this DPA and the Standard Contractual Clauses (where they apply), the Standard Contractual Clauses prevail.
14.3 This DPA terminates automatically upon deletion of Customer Data in accordance with Section 11. DropStream may update this DPA from time to time as published at getdropstream.com/legal/dpa; updates do not materially reduce the protections for Personal Data during the then-current term. Customers who require an executed copy of this DPA may request one through **getdropstream.com/trust-center**; DropStream will countersign the standard DPA at no charge.

### Annex 1 — Details of Processing

**Subject matter.** Provision of DropStream's order-fulfillment integration services connecting Customer's e-commerce platforms, marketplaces, and warehouse/fulfillment systems, together with related support.
**Duration.** The term of the Agreement, plus the deletion period in Section 11.
**Nature and purpose.** Receiving, transforming, routing, and synchronizing order, shipment, and inventory data between Customer's connected systems; providing the Services' user interface, configuration, and automation features; providing customer support; securing and maintaining the Services.

**Categories of data subjects.**

- Customer's end customers (order recipients / consignees)
- Customer's authorized users and personnel

**Categories of Personal Data.**

- Identification and contact data of order recipients: name, shipping/billing address, email address, phone number
- Order and shipment details associated with an identifiable recipient (items, quantities, carrier and tracking information)
- Account and profile data of Customer's authorized users: name, business email address, authentication identifiers
- Support communications submitted by Customer's users, and any Personal Data Customer chooses to include in them

**Special categories of data.** None intended or required; Customer shall not submit special categories of Personal Data to the Services.

**Processing locations.** United States (cloud infrastructure and Subprocessors listed at getdropstream.com/legal/subprocessors).

**Annex 2 — Technical and Organizational Measures**

DropStream maintains an information security management system certified to **ISO/IEC 27001:2022**, covering the measures below. The certificate is available via getdropstream.com/trust-center.

- **Access control.** Access to systems processing Customer Data is granted on a least-privilege, role-based basis via centralized identity management with single sign-on and multi-factor authentication; access is reviewed periodically and revoked promptly on personnel separation.
- **Encryption.** Customer Data is encrypted in transit using TLS and at rest using industry-standard encryption managed through the cloud provider's key management service.
- **Network and infrastructure security.** Production environments are logically segregated from non-production environments; network access is restricted by default-deny controls; infrastructure is hosted with a cloud provider maintaining independently audited physical and environmental controls.
- **Logging and monitoring.** Security-relevant events are centrally collected and monitored, with alerting for anomalous activity and defined response

procedures.

- **Vulnerability management.** Regular vulnerability scanning of infrastructure and application components; annual penetration testing by an independent third party; risk-based remediation.
- **Secure development.** A documented secure development lifecycle with version control, automated security testing in the build pipeline, and documented change management.
- **Personnel security.** Background checks where permitted by law; confidentiality obligations; security awareness training at hire and periodically thereafter; a defined disciplinary process.
- **Business continuity and resilience.** Documented business continuity and disaster recovery plans, tested at least annually; routine backups with periodic restoration testing.
- **Incident response.** A documented incident response plan with defined roles, escalation paths, and post-incident review.
- **Data lifecycle.** Documented procedures for secure deletion and disposal of Customer Data, including on termination (Section 11) and for verified erasure requests.
- **Organizational measures.** Designated security leadership; documented information security policies reviewed at least annually; a risk assessment and internal audit program; vendor security review of Subprocessors before engagement and periodically thereafter.

**Revision History**

| Version | Date | Summary |
|---|---|---|
| 1.0 | 08/26/2026 | Initial version |
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