Data Processing Addendum

BessWave operations intelligence platform

VERSION	EFFECTIVE DATE	PROVIDER
1.0 (Initial Release)	July 1, 2026	BessWave INC

This Data Processing Addendum (the **“DPA”**) forms part of the Terms of Service or other written agreement (the **“Agreement”**) between BessWave INC (**“BessWave” or “Processor”**) and the customer identified in the Agreement (**“Customer” or “Controller”**). It governs the Processing of Personal Data by BessWave on Customer’s behalf in connection with the BessWave operations intelligence platform (the **“Service”**). Where the Agreement is accepted, this DPA is accepted with it. In case of conflict with the Agreement regarding the Processing of Personal Data, this DPA controls.

1. Definitions

Capitalized terms not defined here have the meanings given in the Agreement. The following terms apply to this DPA:

“Data Protection Laws” means all laws applicable to the Processing of Personal Data under the Agreement, including, where applicable, the EU General Data Protection Regulation 2016/679 (**“GDPR”**), the United Kingdom GDPR, and United States state privacy laws including the California Consumer Privacy Act as amended (**“CCPA”**).

“Personal Data,” “Processing,” “Controller,” “Processor,” and “Data Subject” have the meanings given in the Data Protection Laws. “Personal Data” under this DPA means Personal Data within Customer Data that BessWave Processes on Customer’s behalf.

“Personal Data Breach” means a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data Processed by BessWave on Customer’s behalf.
“Sub-processor” means a third party engaged by BessWave to Process Personal Data in connection with the Service.

“Standard Contractual Clauses” or “SCCs” means the clauses approved by the European Commission for the transfer of Personal Data to third countries, and, for the United Kingdom, the UK International Data Transfer Addendum.

2. Roles and Scope

For Personal Data within Customer Data, Customer is the Controller and BessWave is the Processor. Where Customer is itself a Processor acting on behalf of a third-party controller, BessWave is a sub-processor and the parties’ obligations apply accordingly. BessWave Processes Personal Data only to provide and support the Service and only on Customer’s documented instructions, which include the Agreement, the configuration of the Service, and the Connected Systems that Customer connects. Annex 1 describes the subject matter, duration, nature, and purpose of Processing, the categories of Personal Data, and the categories of Data Subjects.

3. Customer Instructions and Compliance

BessWave will Process Personal Data in accordance with this DPA and Customer's documented instructions, and will inform Customer if, in its opinion, an instruction infringes Data Protection Laws, except where prohibited from doing so by law. Customer is responsible for the accuracy and lawfulness of Personal Data it submits or directs the Service to ingest, including for having a valid legal basis and any required notices or consents. Customer must not submit special categories of Personal Data or data subject to sector-specific regulation, such as protected health information or regulated financial account data, except where the parties have agreed in writing to additional terms.

4. Confidentiality of Personnel

BessWave will ensure that personnel authorized to Process Personal Data are bound by appropriate confidentiality obligations and receive appropriate training, and that access to Personal Data is limited to personnel who need it to provide the Service.

5. Security Measures

BessWave will implement and maintain appropriate technical and organizational measures designed to protect Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, or damage, as described in Annex 2. These include logical tenant isolation, encryption in transit and at rest, role-based and least-privilege access controls, administrative multi-factor authentication where supported, audit logging of queries and responses, reasonable vulnerability management, and security incident response procedures. BessWave is designing the Service toward SOC 2 Type II and will make available a summary of its then-current security posture on request.

6. Use of Sub-processors

Customer provides general authorization for BessWave to engage Sub-processors to Process Personal Data, subject to this Section. BessWave will impose data protection obligations on each Sub-processor that are no less protective than those in this DPA, and remains responsible for each Sub-processor's performance. The current Sub-processors are listed in Annex 3.

BessWave will give Customer at least thirty (30) days' notice before adding or replacing a Sub-processor that Processes Personal Data, by updating Annex 3 or its online Sub-processor list and offering a mechanism to subscribe to notices. If Customer reasonably objects on data protection grounds within that period, the parties will work in good faith to address the concern, and if they cannot, Customer may terminate the affected portion of the Service.

BessWave will limit Sub-processor and support access to Personal Data to what is reasonably necessary to provide, maintain, secure, and support the Service. Such access will be subject to confidentiality obligations, least-privilege access controls, and logging or other oversight appropriate to the nature of the access.
Connection credentials. To connect Customer's Connected Systems, BessWave uses Nango Inc, located in the United States, as a connection credential custodian. Nango performs the OAuth authorization flow and stores the resulting access tokens and connection metadata so that

BessWave can make authorized calls to a Connected System on Customer's instruction. In this auth-only configuration, BessWave retrieves Customer Data content directly from the Connected System, and that content does not pass through Nango; Nango does not receive or Process the content of Customer Data. Because Nango does not Process Personal Data within Customer Data, it acts as a credential custodian rather than a Sub-processor and is not listed in Annex 3. BessWave maintains a data protection agreement with Nango covering the credentials and connection metadata it holds.

7. International Data Transfers

BessWave primarily Processes and stores Personal Data in the United States. Where the Service or a Sub-processor Processes Personal Data outside the jurisdiction in which Customer or the relevant Data Subjects are located, including engineering and support services provided from Costa Rica, BessWave will ensure that an appropriate transfer mechanism applies. Where the GDPR or UK GDPR applies, the Standard Contractual Clauses are incorporated by reference and apply to such transfers, with Customer as data exporter and BessWave as data importer, and the elections in Annex 1 completing them to the extent legally sufficient. If additional transfer documentation is reasonably required for a specific Customer, the parties will cooperate in good faith to complete it.

8. Assistance to Customer

Taking into account the nature of the Processing, BessWave will provide reasonable assistance to Customer through appropriate technical and organizational measures, insofar as possible, to enable Customer to respond to requests from Data Subjects to exercise their rights, and to meet Customer's obligations to carry out data protection impact assessments and prior consultations. If BessWave receives a request from a Data Subject relating to Customer's Personal Data, it will direct the Data Subject to Customer and will not respond directly except on Customer's instruction or as required by law.

9. Personal Data Breach Notification

BessWave will notify Customer without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a Personal Data Breach affecting Customer's Personal Data. The notification will describe, to the extent known, the nature of the breach, the categories and approximate number of Data Subjects and records affected, the likely consequences, and the measures taken or proposed. BessWave will cooperate with Customer and take reasonable steps to mitigate the effects of the breach. A notification is not an acknowledgment of fault.

10. Return and Deletion of Personal Data

On termination or expiration of the Agreement, BessWave will, at Customer's choice and to the extent technically feasible through the Service or reasonable written request, return or delete Personal Data within Customer Data, and will make it available for export for thirty (30) days after termination. After that period, BessWave will delete remaining Personal Data within Customer Data within a commercially reasonable time, except to the extent retention is required by law or maintained in backups, logs, or archival systems under BessWave's ordinary retention lifecycle.

During any such retention, BessWave will continue to protect the Personal Data and will not further Process it except as required by law, for security, backup, or disaster recovery purposes, or as otherwise permitted by the Agreement.

11. Audits

BessWave will make available information reasonably necessary to demonstrate compliance with this DPA, including relevant third-party reports and certifications when available. Where Data Protection Laws require an audit beyond such information, Customer may, on reasonable prior notice, no more than once per year except following a Personal Data Breach, and subject to confidentiality, conduct or instruct a qualified independent auditor to conduct an audit, during business hours and in a manner that does not disrupt BessWave's operations or the data of other customers. Audits will not include direct access to production systems, source code, other customers' data, security-sensitive information, or penetration testing unless separately agreed in writing.

12. CCPA Terms

Where the CCPA applies, BessWave acts as a service provider with respect to Personal Data it Processes on Customer's behalf. BessWave will not sell or share that Personal Data, will not retain, use, or disclose it except as necessary to provide the Service or as otherwise permitted by the CCPA for a service provider, and will not combine it with personal information from other sources except as the CCPA permits for a service provider. BessWave will provide at least the same level of privacy protection required of service providers under the CCPA, will notify Customer if BessWave determines it can no longer meet its applicable CCPA obligations, and will cooperate with reasonable steps by Customer to help confirm, stop, and remediate unauthorized use of Personal Data. BessWave certifies that it understands and will comply with these restrictions.

13. No Training on Customer Data

BessWave will not use Personal Data within Customer Data to train, fine-tune, or otherwise develop machine learning models that are made available to other customers or to the public. BessWave uses third-party model and embedding providers through application programming interfaces under arrangements that do not permit the providers to train their models on inputs or outputs derived from Customer Data. Such providers may Process Personal Data only as needed to provide the requested model, embedding, security, abuse-monitoring, or support service, subject to their applicable confidentiality, security, and data protection obligations.

14. Liability and Order of Precedence

Each party's liability under this DPA is subject to the limitations and exclusions of liability in the Agreement. This DPA does not increase the aggregate liability cap in the Agreement. To the extent the Standard Contractual Clauses apply and conflict with this DPA, the Standard Contractual Clauses control for transfers they govern.

Annex 1 - Details of Processing

Subject matter. Provision of the BessWave operations intelligence Service, including ingestion of Customer Data from Connected Systems and generation of sourced answers to Customer's queries.

Duration. For the term of the Agreement and the post-termination export and deletion periods described in this DPA.

Nature and purpose. Hosting, storage, indexing, retrieval, and display of Customer Data, and processing of queries to generate Outputs, solely to provide and support the Service.

Categories of Data Subjects (as configured by Customer). Customer's employees, contractors, and Authorized Users; Customer's own customers and contacts; and individuals referenced within records ingested from Connected Systems.

Categories of Personal Data (as configured by Customer). Business contact details, account and user identifiers, role and organizational data, device and asset assignment data, service ticket and support records, contract and account references, and the content of queries. Customer controls what data is ingested and should avoid submitting special categories of Personal Data.

Frequency. Continuous during the term, with data refreshed from Connected Systems on the schedule configured by Customer's administrator.

SCC elements (where the GDPR or UK GDPR applies). Module Two (Controller to Processor) applies; the optional docking clause applies; the supervisory authority is that of the Customer's lead establishment; the governing law and forum for the SCCs are as stated in the SCCs consistent with the Member State of the data exporter. The parties will complete these elections in writing where required.

Annex 2 - Technical and Organizational Measures

- **Tenant isolation.** Customer Data is stored in logically isolated, tenant-specific collections with separation enforced at the storage, retrieval, and application access layers.
- **Encryption.** Personal Data is encrypted in transit using industry-standard transport security and at rest using industry-standard encryption for managed storage services.
- **Access control.** Role-based access control limits access to Personal Data to authorized personnel and Authorized Users; administrative access follows least-privilege principles, uses multi-factor authentication where supported, and is reviewed periodically.
- **Audit logging.** Queries, responses, administrative activity, and security-relevant events are logged as appropriate to support traceability, investigation, and the citation of source systems. Log retention periods may vary by environment and will be documented in BessWave's then-current security documentation.
- **Network and infrastructure security.** The Service is hosted on a major cloud provider with managed security controls, network segmentation, monitoring, and environment separation appropriate to the Service.
- **Input handling.** Input validation, output grounding, and prompt-injection risk controls are applied to reduce the risk of malicious prompt manipulation and unauthorized data exposure.

- **Resilience and backup.** Backup and recovery measures are maintained appropriate to the Service. Backup deletion occurs according to ordinary backup lifecycle practices, provided retained data remains protected.
- **Governance.** Personnel are subject to confidentiality obligations and security training; BessWave maintains incident response procedures, performs reasonable vulnerability management, and is designing toward SOC 2 Type II.

Annex 3 - Authorized Sub-processors

The following Sub-processors are authorized as of the effective date. The current list is maintained at besswave.com/legal.

Sub-processor	Purpose	Location
Amazon Web Services (AWS)	Cloud hosting and infrastructure for the Service and stored Customer Data	United States
Anthropic, PBC	Large language model processing of queries and source records to generate Outputs	United States
OpenAI, L.L.C.	Generation of text embeddings used for retrieval	United States
Neo4j, Inc.	Managed graph database used for the operational graph	United States
Twilio (SendGrid)	Transactional and account email delivery	United States
First Factory, Inc.	Engineering, quality assurance, and support services with limited, controlled, logged, and role-based access as needed to provide and support the Service	Costa Rica

Questions about this DPA: privacy@besswave.com · besswave.com · 202-316-5225