

Data Processing Agreement

GDPR · UK GDPR · CCPA/CPRA

Version 5.0 | Effective Date: 2 April 2026

1. Purpose and Scope

This DPA forms part of the agreement between HOST LOGIC LIMITED ('Processor') and the Customer ('Controller'), governing processing of Personal Data in connection with the HostLogic SaaS platform.

2. Definitions

Capitalized terms have the meaning given in GDPR. 'AI Sub-processor' means a sub-processor operating AI infrastructure for language processing, voice synthesis, or speech recognition.

3. Roles

The Customer is Data Controller. HostLogic is Data Processor and processes Personal Data only on documented Controller instructions.

4. Subject Matter and Duration

Subject matter: HostLogic SaaS platform including AI automation, voice reception, and communication services. Duration: Service agreement term plus legally required retention.

5. Nature and Purpose of Processing

- Platform operation and workflow automation
- AI-powered guest communication and voice call handling
- Analytics and security monitoring
- Infrastructure operations

6. Categories of Personal Data

- Identifiers: name, email, phone
- Account credentials and authentication data
- Communication metadata and content

- Guest and operational data
- Voice call metadata and transcripts

7. Processor Obligations

- Process only on documented Controller instructions
- Ensure personnel confidentiality
- Implement appropriate security measures
- Assist with data subject requests
- Notify without undue delay of any Personal Data Breach

8. AI Processing and AI Sub-processors

8.1 AI Processing Scope

HostLogic uses AI for automated communication, voice calls, speech recognition, intent classification, and analytics, involving Personal Data such as voice input and message content.

8.2 Authorized AI Sub-processors

- Anthropic PBC (USA) — Claude AI. Purpose: Language processing, automation.
- OpenAI LLC (USA) — GPT models. Purpose: Classification, data extraction.
- ElevenLabs Inc (USA) — Conversational AI and voice synthesis. Purpose: AI Receptionist.
- Deepgram Inc (USA) — Speech-to-text. Purpose: Real-time transcription.
- Twilio Inc (USA) — Voice infrastructure. Purpose: Call routing and telephony.

8.3 Force Majeure — AI Sub-processor Dependency

HostLogic's platform relies substantially on third-party AI providers and technology subcontractors, including but not limited to Anthropic PBC (Claude AI), OpenAI LLC (GPT models), ElevenLabs Inc (Conversational AI and Voice), Twilio Inc (Voice and Communications), Deepgram Inc (Speech Recognition), and Railway Inc (Cloud Infrastructure). HostLogic shall not be liable for any interruption, degradation, or failure of the Service caused by: outages, capacity limitations, rate limiting, or service discontinuation by third-party AI providers; changes to AI provider APIs, models, or service terms; capacity constraints such as concurrent session limits; or deprecation or discontinuation of AI models or services. Such events are classified as force majeure events beyond HostLogic's reasonable control. HostLogic will use commercially reasonable efforts to mitigate the impact of third-party AI provider failures, including implementing fallback mechanisms where technically feasible.

HostLogic is not liable for processing interruptions caused by third-party AI sub-processor outages, capacity constraints, rate limiting, or service discontinuation.

8.4 AI Capacity Limitations

AI voice services are subject to concurrent limits set by providers. The Controller acknowledges that during high demand, AI features may fall back to manual routing. HostLogic implements commercially reasonable fallbacks.

9. Sub-processing

Additional sub-processors are used for cloud hosting, databases, messaging, authentication, payments. Full list: hostlogic.io/trust/legal. Equivalent data protection obligations are imposed on all sub-processors.

10. International Data Transfers

Transfers outside the EEA/UK rely on EU SCCs or equivalent mechanisms with each sub-processor, including US-based AI providers.

11. Security Measures

- TLS encryption in transit
- Role-based access control and least privilege
- Environment segregation (dev/staging/production)
- Audit logging
- Incident detection and alerting
- Secure software development practices

12. Data Breach Notification

HostLogic notifies the Controller without undue delay upon discovering a Personal Data Breach, with sufficient information to fulfil GDPR Article 33 obligations.

13. Data Subject Rights Assistance

HostLogic assists the Controller in fulfilling requests for access, deletion, correction, restriction, and portability.

14. Audit Rights

Upon reasonable advance notice (≥30 days), HostLogic makes available compliance information and allows audits, subject to confidentiality conditions.

15. CCPA/CPRA

HostLogic acts as Service Provider and does not sell or share Personal Data. Processing is limited to Controller-specified business purposes.

16. Data Deletion or Return

Upon termination, HostLogic deletes or returns all Personal Data at the Controller's choice, unless retention is required by law.

17. Governing Law

This DPA is governed by Irish law. In conflicts between this DPA and the main agreement, this DPA prevails for data protection matters.

APPENDIX A — Sub-processor List

See hostlogic.io/trust/legal for the current Subprocessor List, which forms part of this DPA.

APPENDIX B — Technical and Organizational Measures (TOMs)

- Encryption in transit: TLS for all data
- Encryption at rest: supported by infrastructure providers
- RBAC and least privilege
- Separation of dev/staging/production environments
- Audit logging of production activity
- Incident response and breach management procedures
- Regular backup and recovery testing
- Secure software development lifecycle
- Sub-processor due diligence and contractual obligations