

Data Processing Addendum

Public version

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This Data Processing Addendum ("DPA") is entered into between the customer identified in the applicable Order Form or account registration ("Customer") and Alfred, a product of Two Roads srl, with registered office at 21 Champ d'Al Vau, 1380 Lasne, Belgium, registered with the Belgian Crossroads Bank for Enterprises (BCE/KBO) under number BE0644.745.142 ("Alfred", "we", "us", "Processor"). It forms part of, and is incorporated by reference into, the Alfred Terms and Conditions accepted by Customer (the "Agreement"). Capitalised terms not defined in this DPA have the meaning given to them in the Agreement.

1. Roles of the Parties

1.1 In respect of Personal Data contained in emails, CRM/ERP records, and related metadata that Customer submits to, or that is processed by, the Alfred platform ("Customer Personal Data"), Customer is the Controller and Alfred is the Processor.

1.2 Alfred Processes Customer Personal Data only on Customer's documented instructions — given through the Agreement, Customer's configuration choices within the Services, and Customer's use of the approval-queue workflow — unless otherwise required by applicable law.

2. What Alfred Processes, and Why

Alfred processes the content of inbound business emails and connected CRM/ERP/invoicing records in order to: (a) triage which emails need a reply, (b) draft a suggested reply for human review, and (c) propose CRM/ERP actions (such as updating a contact record or logging a note), each of which is dispatched only after explicit human approval within the Services. No customer-facing email is sent, and no CRM/ERP record is changed, without that approval step.

3. Alfred's Commitments as Processor

- Process Customer Personal Data only for the purposes described above and on Customer's instructions.
- Ensure personnel with access to Customer Personal Data are bound by confidentiality obligations.
- Implement appropriate technical and organisational security measures (summarised in Section 7 below).
- Engage sub-processors only under a general authorisation, with 14 days' advance notice of any change, and a right for Customer to object (Section 5).
- Assist Customer, where reasonably possible, in responding to Data Subject requests and in meeting its own obligations around security incidents, data protection impact assessments, and regulator consultations.
- Notify Customer without undue delay of any confirmed Personal Data Breach affecting Customer Personal Data.
- On termination, delete or return Customer Personal Data at Customer's choice, save where retention is required by law.

4. International Data Transfers

Alfred's own infrastructure and database hosting runs in the European Union. Certain sub-processors listed below process data in, or transfer data to, the United States. Where this occurs, the transfer is made under

Standard Contractual Clauses and, where applicable, certification under the EU-U.S. Data Privacy Framework, as adopted by the relevant sub-processor.

5. Sub-processors

Customer authorises Alfred to engage the following sub-processors. Alfred will give at least 14 days' notice before adding or replacing a sub-processor, during which Customer may object on legitimate data protection grounds.

Sub-processor	Purpose	Location	Reference
Anthropic PBC	AI email triage, reply drafting, and CRM/ERP action suggestions (unless Customer connects its own AI account)	United States	anthropic.com/legal
Resend (Plus Five Five, Inc.)	Transactional notification emails (e.g. approval-queue alerts)	United States	resend.com/legal/dpa
Railway Corporation	Application hosting and database infrastructure	European Union	railway.com
Amazon Web Services	Encryption key management for connector credentials	European Union	aws.amazon.com/compliance/gdpr-center

6. Your Own AI Account (Optional)

Customer may choose to connect its own Anthropic account instead of using Alfred's default AI provider. Where Customer makes this choice, Customer contracts directly with Anthropic for that processing step; Alfred's own infrastructure continues to handle the underlying email and connected-system data under this DPA in the usual way.

7. Data Subject Requests

If Alfred receives a request directly from one of Customer's own contacts (a Data Subject) to exercise their rights under data protection law, Alfred will forward that request to Customer without undue delay and provide reasonable assistance, using the functionality of the Services where possible.

8. Security Measures (Summary)

Alfred maintains a level of security appropriate to the risk of the Processing, including:

- Encryption of connector credentials (mailbox, CRM, ERP logins) at rest and encryption of data in transit.
- Logical isolation of each customer's data at the database level.
- Role-based access control for both customer accounts and Alfred's own administrative access.
- A mandatory human-approval step before any customer-facing action is taken — no email is sent and no record is changed automatically.
- Separate testing and production environments, with deliberate, logged steps before any change reaches production.

A detailed technical and organisational security annex is available on request as part of the complete DPA — see the note at the top of this document.

9. Duration, Deletion, and Governing Law

9.1 This DPA applies for as long as Alfred Processes Customer Personal Data under the Agreement. On termination, Alfred will delete or return Customer Personal Data at Customer's election, within 30 days, save where retention is required by law.

9.2 This DPA is governed by Belgian law and subject to the exclusive jurisdiction of the courts of Belgium, consistent with the Agreement.

10. Contact

For data protection questions, to request the complete DPA, or to request a signed copy for your own records, contact info@gotoalfred.com.