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ANNEX II TO THE DPA - SUB-PROCESSORS

AIKIT RESEARCH, S.A.

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Last updated: July 2026

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This Annex II forms an inseparable part of the Data Processing Agreement (DPA) entered into between the Client (Data Controller) and AIKIT RESEARCH, S.A. (Data Processor) and governs the use of sub-processors for the provision of the Services.

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1. GENERAL AUTHORISATION

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By accepting the DPA, the Client grants general authorisation to AIKIT RESEARCH, S.A. to engage sub-processors belonging to the categories in Section 4, provided they meet the safeguards set out therein, as well as those incorporated or replaced in the future in accordance with the procedure of Article 28.2 GDPR.

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2. IDENTIFICATION AND NOTIFICATION OF CHANGES

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The named identification of the sub-processors in use at any given time is provided to the Client upon request to admin@aikit.io (Article 13.1.e GDPR: information by categories of recipients).

AIKIT RESEARCH, S.A. will notify the Client, with a minimum advance notice of fifteen (15) calendar days, of any addition or replacement of sub-processors with access to their data. The Client will have that same period to object on reasoned grounds. If no objection is raised within that period, the addition will be deemed authorised. In the event of an unresolved objection, either party may terminate the agreement in accordance with the DPA.

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3. AIKIT'S RESPONSIBILITY

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AIKIT RESEARCH, S.A. will be liable to the Client for the sub-processors' compliance with data protection obligations, and will impose on them, by contract, the same obligations that bind it under the DPA (Article 28.4 GDPR), including assistance with data subjects' rights, security breaches and audits. Where a sub-processor acts as an aggregator or gateway to further providers, it will be contractually liable for imposing equivalent safeguards on them.

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4. CATEGORIES OF SUB-PROCESSORS AND REQUIRED SAFEGUARDS

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4.1. CATEGORIES

- a) Cloud infrastructure and platform hosting.
- b) Gateway for access to artificial intelligence models (aggregators that route requests to the models; the underlying model providers are sub-processors of the gateway, which is liable for them under Section 3).
- c) Ancillary operational services (electronic signature, transactional communications, support).

4.2. SAFEGUARDS REQUIRED FROM THE ENTIRE CATEGORY b) – AI MODELS

- Data processing agreement in place (Article 28 GDPR).
- Prohibition on using Client Data to train, develop or improve models (no-training commitment).
- Zero data retention regime or equivalent (no persistence of prompts and outputs beyond the provision of the service).

4.3. LOCATION OF PROCESSING

- STANDARD DEPLOYMENT: personal data is processed within the European Economic Area.
- GLOBAL DEPLOYMENT (only if expressly activated by the Client): processing may take place outside the EEA, with the safeguards of Chapter V GDPR (applicable adequacy decision or Standard Contractual Clauses, Decision (EU) 2021/914).

5. UPDATES

This Annex is revised when the categories or safeguards in Section 4 change. Changes of sub-processor within a category, meeting the required safeguards, are governed by the procedure in Section 2.

CONTACT

Questions on sub-processors and transfers: admin@aikit.io