Data Processing Agreement (DPA)

This Data Processing Agreement ("DPA") is entered into by and between:
Customer: The entity using Stonikbyte's Software ("Customer" or "Controller"),
Processor: STONIKBYTE SRL, a limited liability company registered under ID J40/13900/22.11.2011 with headquarters in Str. Mihail Sebastian, Nr. 37C, Ap. 10, Sector 5, Bucharest, Romania ("StonikByte" or "Processor"),
This DPA forms part of the agreement between the parties governing the use of the Software ("Main Agreement").
Effective Date: The date on which the Customer signs this DPA.

1. Definitions

For the purposes of this Data Processing Agreement, the following terms shall have the meanings set out below. Capitalized terms not otherwise defined herein shall have the meaning given in the Main Agreement or under applicable data protection laws (e.g., GDPR).

- **"Main Agreement"** means the applicable end user license agreement (EULA), terms of use, or other binding agreement entered into by and between the parties in connection with the use of the Processor's software.
- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.
- **"Controller"** means the natural or legal person, public authority, agency, or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **"Processor"** means a natural or legal person, public authority, agency, or other body which processes Personal Data on behalf of the Controller.
- **"Data Subject"** means an identified or identifiable natural person whose Personal Data is processed under this DPA.
- **"Personal Data"** means any information relating to an identified or identifiable natural person (a "Data Subject"), including identifiers such as a name, ID number, location data, or online identifier.
- **"Processing"** means any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, storage, access, use, disclosure, erasure, or destruction.
- **"Subprocessor"** means any third party appointed by or on behalf of the Processor to process Personal Data on behalf of the Controller in connection with this DPA.

- **“Applicable Data Protection Laws”** means all laws and regulations relating to the processing of Personal Data under this DPA, including the EU General Data Protection Regulation (Regulation (EU) 2016/679, “GDPR”), the UK GDPR, and any other applicable laws implementing or supplementing these.

2. Scope and Term

This DPA applies where StonikByte processes Personal Data on behalf of the Customer in the course of providing the Software. It remains in effect until app usage ends and data is deleted or returned as per Section 10.

3. Roles of the Parties

The Customer acts as the Data Controller and StonikByte acts as the Data Processor.

StonikByte shall process Personal Data solely on documented instructions from the Customer. For the purposes of this DPA, such instructions include the configuration and use of the Software’s features by the Customer’s authorized users, such as the setup of gadgets or macros, selection of Jira filters, boards, custom fields, and other app-specific settings.

4. Details of Processing

Subject Matter: Processing of Personal Data as necessary to provide the Software’s features.
Nature & Purpose: Data analysis, metric calculation, reporting, and app functionality
Duration: Duration of Software use
Data Subjects: Jira end-users
Personal Data Types: See Annex 1.

5. Processor Obligations

StonikByte shall:

- Process data only on Customer’s instructions
- Ensure personnel confidentiality
- Maintain appropriate technical and organizational security
- Assist with data subject rights, breach notification, and impact assessments
- Return or delete data after termination of app usage
- Make available to the Customer, upon request, all information necessary to demonstrate compliance with this DPA and allow for audits, including inspections, conducted by the Customer or an independent auditor mandated by the Customer, subject to reasonable notice and confidentiality obligations.

6. Subprocessors

Stonikbyte uses limited third-party services to operate the Software. As of the Effective Date, the following subprocessors are involved in the processing of Personal Data:

- **Amazon Web Services (AWS)** – Cloud hosting infrastructure for running the Software and hosting app data.

StonikByte ensures that each subprocessor is subject to appropriate data protection obligations. The Customer will be notified in advance of any intended changes concerning the addition or replacement of subprocessors and may object on reasonable grounds relating to data protection.

7. Security

StonikByte implements industry-standard security, including:

- Encrypted communication
- Access controls
- Data minimization and caching in encoded format
- Secure infrastructure hosting

8. Liability

Liability is limited in accordance with the Main Agreement, unless restricted by law.

9. Deletion

Upon termination of the Customer's use of the Software, or upon request, StonikByte will delete all Personal Data, unless retention is required by applicable law.

Personal Data stored in database caches is automatically deleted within three (3) months following termination.

10. Governing Law

This DPA is governed by the same jurisdiction as the Main Agreement.

Annex 1 – Data Description

The following categories of Personal Data may be processed by the Software as part of delivering its functionality, in accordance with the instructions of the Customer and based on legitimate interests, contract performance, or other legal bases established by the Controller.

Categories of Personal Data Processed:

- Jira issues: ID, key, summary, status, changelog, issue default fields, issue custom fields
- Jira users: account ID, avatar URL, display name
- Jira configuration: boards, sprints, filters, custom fields, statuses, projects
- Jira instance info: base URL, deployment type

Signatures

Customer
Name: _____
Date: _____
Signature: _____

STONIKBYTE SRL
Name: _____
Date: _____
Signature: _____