StoragePilot

Data Processing Agreement

Last Updated: November 1, 2026

Company: StoragePilot Ltd.
Location: Vancouver, British Columbia, Canada
Email: info@storagepilot.ai

1. Scope

This Data Processing Agreement ("DPA") supplements the subscription agreement, service agreement or accepted Terms and Conditions governing StoragePilot Ltd.'s services (the "Agreement"). "Customer" is the organisation identified in the Agreement; "Services" are the StoragePilot services it uses.

This DPA covers personal data processing across the Services, as described in Annex I. It takes effect when incorporated into the Agreement or accepted by both parties. Publishing a new version does not replace a separately signed DPA. Agreed written amendments take priority; otherwise this DPA prevails over conflicting data-processing terms, subject to section 11 and mandatory transfer terms.

This DPA applies while StoragePilot processes Customer Personal Data and until return and deletion obligations are complete. Confidentiality, security, assistance and audit obligations survive as needed to give effect to their terms.

2. Definitions and responsibilities

Customer Data is data supplied, collected or generated on Customer's behalf through the Services. **Personal Data** is information about an identified or identifiable individual under applicable privacy law. **Customer Personal Data** is Personal Data within Customer Data.

- **Data Protection Laws:** privacy, data protection and security laws applicable to this processing, including Canadian, US, EU and UK laws where applicable.
- **Subprocessor:** a provider StoragePilot engages to process Customer Personal Data on Customer's behalf.
- **Security Incident:** a confirmed or reasonably suspected security breach involving accidental or unlawful destruction, loss, alteration, disclosure of or access to Customer Personal Data processed by StoragePilot or its Subprocessors. Unsuccessful attempts without reasonable grounds to suspect data was affected are excluded.

Customer is the controller and StoragePilot the processor, or subprocessor where Customer acts for another controller. Customer retains its data rights and must have authority to give instructions and authorisations, including when acting for another controller. It is responsible for lawful instructions, notices, permissions and access to connected systems. Each party remains responsible for personal data it processes independently under its privacy notice.

3. Instructions and AI use

StoragePilot processes Customer Personal Data only to provide, support, maintain and secure the Services, to create anonymized data as permitted below, or as required by law, in accordance with Customer's documented instructions. Instructions include the Agreement, this DPA, authorised service use and configuration, and further

written instructions. StoragePilot will inform Customer if it cannot follow an instruction or considers it unlawful. It will give advance notice of legally required processing unless prohibited by law.

StoragePilot does not use Customer Data to train or fine-tune AI models and uses contractual restrictions or available provider settings to prohibit such use by its AI providers. AI inference to provide the Services is permitted. StoragePilot may anonymize Customer Data and use the anonymized data to improve the Services. Anonymized data means data from which individuals cannot reasonably be identified, including when combined with other reasonably available information. StoragePilot will not sell Customer Personal Data or use it for its own advertising.

4. Security and confidentiality

StoragePilot will maintain appropriate technical and organisational safeguards, including Annex II, considering processing risks and implementation costs. Updates must not reduce overall protection.

Personnel access is limited to those who need it and are bound by contractual or statutory confidentiality. StoragePilot will periodically review access and remove it when no longer needed.

5. Subprocessors

Customer generally authorises the Subprocessors in Annex III and additions or replacements without separate approval. StoragePilot will notify Customer in writing when the list changes and provide the updated list. No fixed advance period applies except where required by law or binding transfer terms.

Where EU or UK GDPR applies, notice must allow a reasonable opportunity to object on data-protection grounds before processing begins. The parties will discuss objections in good faith before that processing.

StoragePilot will bind Subprocessors in writing to obligations no less protective than those applicable under this DPA and remains responsible for their performance, subject to section 11.

6. International processing

Customer Personal Data may be processed in Canada and the Subprocessor locations in Annex III. StoragePilot will apply legally required safeguards, including for onward transfers, and reasonably assist with required transfer assessments.

Required transfer arrangements must be in place before transfers begin. These may rely on adequacy decisions, EU Standard Contractual Clauses or UK transfer instruments. Required clauses and completed annexes may be agreed separately. Mandatory transfer terms prevail over conflicting terms.

7. Assistance

StoragePilot will promptly forward individuals' requests and reasonably assist Customer with responding, considering the processing and information available. It will respond on Customer's behalf only on instructions or where legally required.

StoragePilot will reasonably assist with legally required security duties, privacy impact assessments, regulatory consultations and breach notifications. Customer remains responsible for its responses and notices to individuals and authorities unless law requires StoragePilot to act directly.

8. Incident notification

StoragePilot will notify Customer without undue delay and within 72 hours of awareness of a Security Incident, or sooner where legally required. Notice will include available details of the incident, affected data and individuals, likely consequences, response measures and a contact, with updates in stages. StoragePilot will take reasonable steps to contain, investigate and remediate the incident and cooperate with Customer. Notice is not an admission of liability.

9. Return and deletion

StoragePilot will return or delete Customer Personal Data on written request. When Services end, it will do so at Customer's choice and delete remaining copies. These obligations cover Subprocessor copies in both cases. StoragePilot will confirm completion in writing on request.

The parties will cooperate on scope and method. No fixed completion period applies under this DPA; legal deadlines remain applicable. Deletion during Services may affect dependent features.

Customer Personal Data may be retained only where legally required, limited to that purpose and protected under this DPA until return and deletion obligations are complete.

10. Compliance documentation

On reasonable written request, StoragePilot will provide documentation reasonably necessary to demonstrate compliance with this DPA. Requests are limited to once per calendar year, unless required by law or a competent authority, or following a significant Security Incident. StoragePilot may provide relevant independent audit reports or certifications where available. Customer must keep this information confidential and use it only to verify compliance. Legally required audit and inspection rights remain unaffected.

11. Liability and governing terms

The Agreement's liability limits and exclusions apply to this DPA as permitted by law. This DPA creates no separate indemnity or liability cap and does not restrict mandatory statutory rights or transfer obligations.

The Agreement's governing law, dispute and notice provisions apply, subject to mandatory data-protection and transfer requirements.

12. Regional requirements

The following apply only where the relevant law applies:

- **Canada:** StoragePilot will comply with applicable federal and provincial privacy laws, including PIPEDA and Quebec requirements, and reasonably assist with required assessments and notices for processing outside Canada or Quebec.
- **United States:** Where acting as a CCPA service provider or contractor, StoragePilot will provide the required level of privacy protection and process Customer Personal Data only for this DPA's specified purposes. It will not sell or share it, retain, use or disclose it outside the direct customer relationship, or combine it with other personal data, except as the CCPA permits. StoragePilot certifies that it understands and will comply with these restrictions, will notify Customer if it cannot, and will bind Subprocessors accordingly. Customer may take reasonable steps under section 10 and applicable law to verify compliance and stop or remedy unauthorised use. StoragePilot will assist with consumer requests and meet applicable processor duties under other US state privacy laws.

- **EU/UK:** Customers requiring processing subject to EU or UK GDPR must notify StoragePilot before that processing begins. The parties will agree any required supplemental terms and transfer safeguards beforehand.

Annex I - details of processing

Processing is limited to data needed for Customer’s enabled Services and integrations.

Item	Description
Subject matter	StoragePilot’s platform and related Services selected by Customer.
Nature and purposes	Collecting, organising, storing, analysing, using AI inference, communicating, reporting, disclosing on instructions, returning and deleting data to provide, support, maintain and secure the Services. Includes communications, reservations, operational workflows, revenue analysis and recommendations, dashboards, reports and AI-assisted explanations where enabled, and creating anonymized data for the purposes permitted in section 3.
Individuals	Customer’s tenants, prospects, other end users, authorised staff, administrators and representatives.
Data categories	Identity and contact; tenant, lease, unit and access; inquiries and reservations; communications; financial, transaction and account status; user accounts, authentication, usage and security records.
Sensitive data	Not required for ordinary Services. Customer must not intentionally submit it without agreed processing arrangements. Applicable protections still apply if received.
Frequency	Ongoing or as instructed through Customer’s use and configuration.
Duration	During Services and the return, deletion or legally required retention periods under section 9.

Annex II - security measures

StoragePilot maintains security measures appropriate to the processing, including:

- Encryption in transit using TLS 1.2 or higher.
- Encryption at rest for StoragePilot-managed application databases, storage and backups.
- Access controls, confidentiality obligations and periodic review of personnel access.
- Access and security logging, monitoring and incident-response procedures.
- Network protections and maintenance of application and infrastructure security updates.
- Secure backups and recovery procedures.

Annex III - subprocessor schedule

Providers used and data received depend on enabled Services and integrations. Changes follow section 5.

Customer-engaged providers are not Subprocessors merely because they connect to the Services. This schedule covers providers engaged by StoragePilot to process Customer Personal Data.

Provider	Processing purpose	Storage / processing locations
Amazon Web Services Canada, Inc. / Amazon Web Services, Inc. (AWS)	Application infrastructure, databases, storage and backups	Canada (primary hosting); global delivery
Vercel Inc.	Web hosting, content delivery and AI request routing	Global
OpenAI OpCo, LLC	AI inference	US; international processing depending on routing
Google LLC	AI inference	Global, including US
Anthropic, PBC	AI inference	US storage; global processing
Twilio Inc.	SMS, telephony and related communications	US default; global communications
Vapi Inc.	Voice AI orchestration	US standard service; downstream locations vary
Eleven Labs Inc.	Speech and voice AI processing	US standard storage; international processing
Plus Five Five, Inc. (Resend)	Transactional and service-related email	US
Stripe Payments Canada, Ltd. (Stripe)	Billing and payment processing where acting on StoragePilot’s behalf	Global, including US
SnapBill, Inc. (PCI Vault)	Payment data capture, tokenisation and secure forwarding, where enabled	US
Better Stack, Inc.	Application logs, monitoring and alerting	US
MotherDuck Corporation	Analytical warehousing and reporting	US

Signatures

StoragePilot

StoragePilot Ltd.

Legal company name

Signature

Name

Title

Date

Customer

Legal company name

Signature

Name

Title

Date