Data Processing Agreement

Article 28 GDPR · forms part of the MarketSizer Terms & Conditions

This Data Processing Agreement ("DPA") is entered into between:

(1) Tamcalc Limited, trading as MarketSizer, a company incorporated in Ireland (CRO no. 738699) with its registered office at Greyfort, Cruagh Road, Rathfarnham, Dublin, D16 DE92, Ireland (**"MarketSizer"**, **"Processor"**); and

(2) [CUSTOMER LEGAL ENTITY NAME], a company incorporated in [JURISDICTION] with its registered office at [CUSTOMER REGISTERED ADDRESS] (**"Customer"**, **"Controller"**).

each a "party" and together the "parties". This DPA is incorporated into and subject to the MarketSizer Terms & Conditions (the "Agreement"). Where this DPA conflicts with the Agreement on data protection, this DPA prevails.

1. Definitions

Terms not defined here have the meaning given in the Agreement or in Data Protection Law.

- **Data Protection Law** — the EU GDPR (Regulation (EU) 2016/679), the UK GDPR and Data Protection Act 2018, the Irish Data Protection Act 2018, and any other applicable data protection law, each as amended.
- **Controller, Processor, Data Subject, Personal Data, Processing, Personal Data Breach, Special Categories of Personal Data** — as defined in the GDPR.
- **Sub-processor** — any processor engaged by MarketSizer to process Personal Data on behalf of the Customer.
- **Standard Contractual Clauses (SCCs)** — the clauses annexed to Commission Implementing Decision (EU) 2021/914; and, for UK transfers, the UK International Data Transfer Addendum ("UK IDTA").

2. Roles and scope

2.1 For Personal Data processed under the Agreement, the **Customer is the Controller** and **MarketSizer is the Processor**, except where MarketSizer determines the purposes and means of processing (e.g. its own account administration, billing, and product improvement), where it acts as an independent Controller under its Privacy Policy.

2.2 The subject-matter, duration, nature, purpose, types of Personal Data, and categories of Data Subjects are set out in **Annex A**.

3. Processor obligations

MarketSizer shall:

1. **Process on documented instructions** — process Personal Data only on the Customer's documented instructions, unless required otherwise by law (in which case it informs the Customer first, unless legally prohibited).
2. **Confidentiality** — ensure persons authorised to process are bound by confidentiality.

3. **Security** — implement the measures in **Annex C** (TOMs), meeting Article 32 GDPR.
4. **Sub-processing** — engage Sub-processors only per Section 5.
5. **Data subject rights** — assist the Customer, so far as possible, to respond to Data Subject requests under Chapter III GDPR.
6. **Assistance** — assist with Articles 32–36 (security, breach notification, DPIAs, prior consultation), given the nature of processing and information available.
7. **Deletion or return** — at the Customer's choice, delete or return all Personal Data at the end of services, and delete copies unless law requires storage. MarketSizer's product additionally applies an automated 90-day retention limit to enriched contact Personal Data (Annex C).
8. **Records and audits** — make available information necessary to demonstrate Article 28 compliance, and allow for and contribute to audits, subject to Section 8.

4. Controller obligations

4.1 The Customer warrants it has a lawful basis and has provided all notices and obtained all consents necessary for MarketSizer to process the Personal Data as instructed.

4.2 The Customer's instructions shall comply with Data Protection Law. The Customer is responsible for the accuracy, quality, and legality of the Personal Data and how it was acquired.

5. Sub-processors

5.1 The Customer provides **general written authorisation** for MarketSizer to engage the Sub-processors listed in **Annex B**.

5.2 MarketSizer shall impose data protection obligations no less protective than this DPA on each Sub-processor by written contract, and remains liable for their performance.

5.3 MarketSizer shall give the Customer **at least 30 days' notice** of any intended addition or replacement of a Sub-processor. The Customer may object on reasonable data protection grounds within that period; failing resolution, the Customer may terminate the affected service.

6. International transfers

6.1 MarketSizer shall not transfer Personal Data outside the EEA or UK except in compliance with Data Protection Law.

6.2 For any transfer to a third country without an adequacy decision, the **SCCs** (EEA data) and/or **UK IDTA** (UK data) are incorporated by reference and apply, with MarketSizer as exporter or importer as applicable, plus any supplementary measures required. Annex B identifies each Sub-processor's location and transfer mechanism.

7. Personal Data breach

7.1 MarketSizer shall notify the Customer **without undue delay, and within 48 hours** of becoming aware of a Personal Data Breach affecting the Customer's Personal Data, with the Article 33(3) information available.

7.2 The 48-hour window gives the Customer time to meet its own 72-hour supervisory-authority obligation under Article 33(1).

8. Audit

8.1 MarketSizer shall respond to a reasonable written audit request with its then-current compliance documentation (this pack, and SOC 2 or equivalent once available).

8.2 On-site inspections: reasonable prior notice (at least 30 days), no more than once per year (unless required by a supervisory authority or following a breach), during business hours, subject to confidentiality, without unreasonable disruption.

9. Liability and term

9.1 Liability under this DPA is subject to the limitations and exclusions in the Agreement.

9.2 This DPA takes effect on the date of the Agreement and continues until MarketSizer ceases all processing of the Customer's Personal Data.

Annex A — Details of processing

Item	Detail
Subject-matter	Provision of the MarketSizer GTM intelligence platform (subscription/timing intelligence, company and contact data, scoring, outreach support).
Duration	The term of the Agreement, plus the retention periods in Annex C.
Nature and purpose	Hosting, storage, retrieval, enrichment, analysis, scoring, and display of company and business-contact data so the Customer's users can identify and engage prospects.
Categories of Data Subjects	(a) The Customer's authorised users; (b) business contacts / individuals in professional roles at companies the Customer researches.
Types of Personal Data	Users: name, business email, job title, org membership, authentication identifiers, usage/audit logs. Prospect contacts: name, job title, business email, direct-dial/mobile, LinkedIn URL, employer.
Special categories	**None.** MarketSizer does not intentionally process Special Categories of Personal Data.

Annex B — Approved Sub-processors

Each is bound by a written contract with data protection terms and appropriate security measures. Transfers outside the EEA/UK rely on SCCs / UK IDTA and, where applicable, the EU-US Data Privacy Framework ("DPF").

Sub-processor	Purpose	Location	Transfer mechanism
Vercel Inc.	Application & website hosting, edge delivery, logs	US (EU edge)	SCCs / UK IDTA; DPF where certified
Supabase Inc.	Application database & authentication	EU	Intra-EEA
Clerk Inc.	User authentication / identity	US	SCCs / UK IDTA; DPF where certified
Stripe Payments Europe / Stripe, Inc.	Billing & payment processing	EU / US	SCCs / UK IDTA; DPF where certified
Microsoft Corporation (Azure)	Cloud infrastructure for data/enrichment services	EU / US	SCCs / UK IDTA; DPF where certified
Google LLC (Google Cloud / BigQuery)	Data warehouse & processing	EU / US	SCCs / UK IDTA; DPF where certified
FullEnrich	Business-contact enrichment provider	EU / US	SCCs / UK IDTA as applicable
People Data Labs	Business-contact enrichment provider	US	SCCs / UK IDTA
Composio	Integration layer for pushing data to Customer-connected tools	US	SCCs / UK IDTA
Resend	Transactional and notification email	US	SCCs / UK IDTA; DPF where certified
ZeptoMail (Zoho)	Transactional email	EU	Intra-EEA
Upstash	Managed Redis cache for session and chat state	EU / US	SCCs / UK IDTA
Zoho Corporation	Scheduling, analytics and business operations	EU	Intra-EEA
PostHog	Product analytics	EU (EU cloud)	Intra-EEA
Microsoft Corporation (Clarity)	Anonymised session analytics (marketing site)	US	SCCs / UK IDTA; DPF where certified

The authoritative, always-current list is published at https://www.marketsizer.io/trust/subprocessors; this Annex reflects it as at the date of this Agreement.

Annex C — Technical and Organisational Measures

The following measures are incorporated as Annex C. Full detail is available in MarketSizer's TOMs document on request.

- **Access control & tenant isolation** — managed authentication (Clerk); database Row-Level Security scoping data by organisation; least-privilege admin access; server-side-only service credentials.
- **Encryption** — TLS in transit; encryption at rest via the underlying platforms.
- **Secrets management** — no plaintext secrets in code/config; managed secret stores; documented credential-rotation programme.

- **Data minimisation & retention** — business-context contact data only; no special categories; enriched contact Personal Data is **anonymised after 90 days** by an automated daily job that erases all personal fields.
- **Change management** — all changes via pull request with risk-tiered review; direct pushes to production branches blocked; automated security scanning.
- **Logging & monitoring** — application/infrastructure logs; admin audit log; system-health monitoring with alerting.
- **Business continuity** — managed-platform redundancy and backups; automated deploy with revert-based rollback.
- **Organisational** — confidentiality obligations on personnel; need-to-know access provisioning and removal on role change/exit.

For Tamcalc Limited (trading as MarketSizer)

Name: Niall O'Gorman

Title: Director

Signature

Date

For [CUSTOMER LEGAL ENTITY NAME]

Name

Title

Signature

Date