

# Data Processing Agreement

BestCoder SAS · Article 28 GDPR · Version 1.0 · 2026-04-28

This Data Processing Agreement ("DPA") supplements the subscription agreement between BestCoder SAS ("Processor") and the Customer ("Controller"). It applies whenever BestCoder processes personal data on behalf of the Customer.

## 1. Subject matter and duration

BestCoder processes personal data only for the purpose of providing the Service to the Customer, for the duration of the Customer's subscription plus the 90-day post-cancellation grace period.

## 2. Nature and purpose of processing

Operating the BestCoder control plane (account, billing, project metadata, AI session orchestration). Operating the BestCoder Agent on Customer machines (local file system access, libsodium Vault for BYOK credentials). Sending transactional emails (welcome, verify, reset, payment alerts).

## 3. Categories of data subjects

End-users of the Customer account: invited team members, and any third parties the Customer chooses to include via webhooks or integrations.

## 4. Categories of personal data

Email, name, role, IP-derived metadata (SHA-256 hashed), payment metadata (via Stripe), project metadata. Source code, secrets, and AI prompts are processed locally by the Agent and never reach BestCoder.

## 5. Subprocessor list

See <https://bestcoder.app/legal/subprocessors>. Notification of changes occurs at least 30 days in advance.

## 6. Security measures

See <https://bestcoder.app/legal/security> for the full technical and organisational measures (TOMs).

## 7. Data subject requests

BestCoder will support the Customer in responding to access, rectification, deletion, restriction, portability, and objection requests within 7 business days of a written request.

## 8. Data breach notification

BestCoder notifies the Customer of any confirmed personal data breach without undue delay and at the latest within 48 hours of becoming aware of it.

## 9. Audits

The Customer may, at its cost and no more than once per year (or as required by a competent authority), audit BestCoder's compliance with this DPA. ISO 27001 / SOC 2 Type II reports are accepted in lieu of on-site audits when available.

## 10. International transfers

For each subprocessor outside the EU, BestCoder has signed the Standard Contractual Clauses (SCC) Module 3 and conducted a Transfer Impact Assessment (TIA). Both available on request.

## 11. Return and deletion

On termination of the underlying contract, BestCoder returns or deletes all personal data within 90 days, at the Customer's choice. Backups are aged out within 35 days thereafter.

## **12. Liability**

Liability under this DPA is governed by the limitations of the main agreement. No clause of this DPA reduces the Customer's statutory rights as a controller under GDPR.

## **13. Contact**

Data Protection Officer: [dpo@bestcoder.app](mailto:dpo@bestcoder.app)

Signed by BestCoder SAS — 8 rue de la Tour des Dames, 75009 Paris, France · [dpo@bestcoder.app](mailto:dpo@bestcoder.app)