Upright Data Processing Addendum (DPA)

Last updated on 21.10.2026

Parties

Customer (Data Controller)	Upright (Data Processor)
Company: _____ Address: _____ Business ID / VAT: _____	**Upright Oy** Annankatu 27 00100 Helsinki, Finland Business ID: 2848353-4

1. Purpose

Upright Oy (“Upright” or “we”) provides various services (jointly “Services”) for the purpose of measuring companies’ sustainability impacts, risks and opportunities. The Services include the Eevo decision model, which provides decision recommendations through the Eevo console, API and MCP connectors at eevo.io (“Eevo”).

This Addendum applies to all personal data processed by Upright on behalf of the Customer while providing its services, including Eevo. It forms part of the Contract for Services between the parties (for Eevo, the Upright Terms of Use or a separate written agreement for Eevo, whichever applies) and is intended to ensure compliance with the GDPR and other applicable data protection laws.

Definitions

- **“Agreement”** means this Data Processing Addendum.
- **“Company Personal Data”** means any Personal Data Processed by Upright or a Subprocessor on behalf of the Customer pursuant to or in connection with the Services.
- **“Subprocessor”** means any person appointed by or on behalf of Upright to process Personal Data on behalf of the Customer.
- **“GDPR”** means EU General Data Protection Regulation 2016/679.
- **“Data Protection Laws”** means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.
- **“EU Data Protection Laws”** means the GDPR and any national legislation supplementing it, including the Finnish Data Protection Act (1050/2018).
- **“Account”** means a personal or organisation account in Eevo.
- **“Eevo Content”** means the input submitted to Eevo, including decision requests, attachments and request metadata, and the output Eevo returns.
- **“Data Use Setting”** means the Account setting that determines whether Eevo Content may be used, in anonymised form, to improve and train Upright’s models.
- **“Retention Setting”** means the setting, chosen for each API key and for connectors, that determines how long Upright stores Eevo Content.

2. Roles and Scope of Processing

- **Roles:** The Customer acts as the Data Controller, and Upright acts as the Data Processor, except as set out in Section 2A.
- **Scope:** Upright shall process Company Personal Data only on documented instructions from the Customer for the purpose of providing the Services, unless required to do so by European Union or Member State law.
- **Processing Details:** The specific types of personal data, categories of data subjects, and governing law are outlined in Annex 1 (Part A for the Upright Platform and Part B for Eevo).

2A. Terms applicable to Eevo

2A.1 **Model improvement.** Where an Account's Data Use Setting is on, Upright may use Eevo Content to improve and train its models. Upright does so as an independent controller, not on behalf of the Customer, and only after anonymising the Eevo Content so that individuals can no longer be identified. Upright's Privacy Policy applies to this processing, and the processor obligations of this Addendum do not.

2A.2 **Customer choices.** The Data Use Setting is on by default. The Customer's Account administrators can switch it off at any time in the Eevo console, and the change applies to Eevo Content submitted after it is made. Eevo Content submitted with an API key whose Retention Setting is "Not stored" is not stored by Upright and is never used to improve or train models.

2A.3 **Account and billing data.** Upright processes the account, sign-in, billing and usage data needed to provide, secure and invoice Eevo as an independent controller, in accordance with its Privacy Policy.

2A.4 **Customer obligations.** The Customer is responsible for having a lawful basis for any personal data it includes in Eevo Content and for informing the data subjects concerned. Unless agreed separately in writing, the Customer shall not submit special categories of personal data (Article 9 GDPR) or personal data relating to criminal convictions and offences (Article 10 GDPR) to Eevo, and shall not use Eevo output as the sole basis for a decision that produces legal effects concerning a natural person or similarly significantly affects them (Article 22 GDPR).

2A.5 **Third-party AI clients.** When the Customer uses Eevo through a third-party AI client, such as Claude or ChatGPT, the provider of that client is engaged by the Customer and is not a Subprocessor of Upright.

3. Confidentiality

In accordance with GDPR Article 28(3)(b), Upright shall ensure that all personnel authorized to process Company Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Access to data is strictly limited to those individuals who need access to perform the Services.

4. Technical and Organizational Security Measures

Upright maintains an Information Security Management System (ISMS) in alignment with ISO 27001 standards, through which appropriate technical and organizational measures are implemented. These include, but are not limited to:

- Encryption: Data is encrypted at rest using AES-256 and in transit using Transport Layer Security (TLS).
- Residency: Data is stored on AWS servers located within the EEA (Ireland and Germany). This includes Eevo Content stored by Upright. Eevo model inference is performed by the Subprocessors listed for that purpose, which process Eevo Content only to answer the request.
- Backups: Daily encrypted backups are performed and retained for 12 months.
- Integrity: Regular testing and monitoring to ensure the reliability and availability of processing systems.
- Access controls: access to data for employees based on the principle of least privilege.
- Eevo access controls: API keys are confidential to the Customer. Account administrators can revoke API keys and remove members, and removing a member revokes that member's API keys and connector sign-ins.
- Audits: Regular vulnerability scanning and security audits are performed.

5. Sub-processing

The Customer grants a general authorization for Upright to engage sub-processors. Upright shall:

- Maintain an up-to-date list of sub-processors, set out in the List of Sub-processors attached to this Addendum.
- Notify the Customer of any intended changes to sub-processors in advance, giving the Customer the opportunity to object to such changes.
- Ensure that sub-processors are bound by data protection obligations at least as stringent as those in this DPA.

5A. International Transfers

Upright stores Company Personal Data within the EEA, as set out in Section 4. Some Subprocessors process Company Personal Data outside the EEA, in particular in the United States, as indicated in the List of Sub-processors. Upright shall ensure that any such transfer complies with Chapter V of the GDPR by relying on:

- an adequacy decision of the European Commission, including the EU–US Data Privacy Framework where the Subprocessor is certified under it; or
- the Standard Contractual Clauses adopted by Commission Implementing Decision (EU) 2021/914, together with supplementary measures where a transfer impact assessment shows they are needed.

On request, Upright shall inform the Customer of the transfer mechanism used for each Subprocessor.

Customers who need Eevo Content to be processed only in the EEA can send their requests to eu.eevo.io. Those requests are processed in the EEA and are not transferred to the United States for inference. Requests sent without the EU option may be processed in the United States, under the transfer mechanisms in this Section.

6. Data Subject Rights

Taking into account the nature of the processing, Upright shall assist the Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Customer's obligation to respond to requests for exercising Data Subject rights.

7. Data Breach Notification Procedure

Upright shall notify the Customer without undue delay (and in any event within 48 hours) after becoming aware of a personal data breach. This notification will include the nature of the breach and the measures taken to mitigate it.

8. Audit Rights

Upright shall make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR.

9. Return or Deletion of Data

Upon termination of the services, Upright shall delete or return all personal data by Customer request, unless applicable law requires storage of the personal data. Deletion requests shall be acted upon within 90 days of submitting the request. Standard retention for deleted data in backups is 12 months.

For Eevo, Upright stores Eevo Content for the period set by the applicable Retention Setting (not stored, 30 days, 90 days, 1 year or unlimited; connector use defaults to 30 days) and deletes it automatically after that period. Usage records that contain no Eevo Content, such as time, model, token counts, cost and API key, are kept for billing and as required by accounting law. Anonymised data derived under Section 2A.1 is not personal data and is not subject to return or deletion.

Signatures

This is the unsigned copy, for reading. Paying Eevo customers accept the Addendum and download it signed by Upright in the Eevo console, under Data controls.

Data Controller:	**Data Processor: Upright Oy**
_____	
Name: _____	To be signed electronically on behalf of Upright Oy by Annu Nieminen, CEO.
Title: _____	
Date: _____	Place: Helsinki, Finland

Annex 1: Details of Processing

Part A: Upright Platform

Categories of Data Subjects

- Employees, contractors, and authorized representatives of the Customer.
- Individual end-users authorized by the Customer to access the Services.

Types of Company Personal Data

The Data Processor will process only basic personal data, including but not limited to: names, email addresses, phone numbers, and job titles. No special categories of data (as defined in Article 9 of the GDPR) are processed under this Agreement.

Subject Matter and Nature of Processing

Processing of personal data for the purpose of providing an impact modeling platform, including user authentication, platform security, customer support, and impact analysis reporting.

Part B: Eevo

Categories of Data Subjects

- Users of the Customer’s Eevo Account, including administrators and members.
- Individuals on whose behalf a request to Eevo is made.
- Individuals named or described in Eevo Content, such as the Customer’s employees, customers, suppliers or other stakeholders affected by a decision.

Types of Company Personal Data

- Account data: names, email addresses, and sign-in identifiers from Google, Microsoft or emailed sign-in links.
- API keys, connector sign-ins and usage logs.
- Request metadata: the name and email address of the person on whose behalf a request is made, links to issues and pull requests, and links to conversation threads (for example in Slack, Microsoft Teams or Google Chat).
- Any personal data the Customer chooses to include in Eevo Content. Special categories of data are not to be submitted (Section 2A.4).

Subject Matter and Nature of Processing

Generating decision recommendations, storing decision logs according to the Retention Setting, usage metering, customer support, and security of the service.

Location of Processing

The Eevo API, database and logs are hosted in the EEA. Customers who need Eevo Content to be processed only in the EEA can send their requests to eu.eevo.io. Those requests are processed in the EEA and are not transferred to the United States for inference. Requests sent without the EU option may be processed in the United States, under the transfer mechanisms in Section 5A.

Duration of Processing

For the term of the Contract for Services, and thereafter as set out in Section 9.

Governing Law and Jurisdiction

This Addendum shall be governed by and construed in accordance with the laws of Finland. Any dispute, controversy, or claim arising out of or in connection with this Addendum shall be subject to the exclusive jurisdiction of the District Court of Helsinki, Finland.

Upright Sub-processors and Locations

Last updated on 21.10.2026

1. Overview

Upright Oy uses its own resources and third party service providers to provide the services. When the data is processed by third parties as data processors on behalf of Upright, Upright has taken the appropriate contractual and organizational measures to ensure that the data is processed in accordance with all applicable laws and regulations and subject to our instructions and appropriate obligations of confidentiality and security measures.

2. Upright Oy locations

Upright Oy delivers its services from EU, Finland.

3. List of sub-processors

Subprocessors for providing service

Upright engages the following entities to provide the services.

Entity	Country	Data location	Activity
Amazon Web Services EMEA Sarl	Ireland	Ireland	Upright Platform and Eevo hosting
Amazon Web Services EMEA Sarl	Ireland	Germany	Upright Platform backup location
Google Cloud EMEA ltd	Ireland	EU	Email, Document storage
Amazon Web Services EMEA Sarl	Ireland	EU	Email delivery (Amazon SES) for the Upright Platform and Eevo
Twilio Inc. (SendGrid)	USA	USA	Email delivery for the Upright Platform and Eevo

Subprocessors for AI model inference

Upright engages the following entities to run AI models used in the Upright Platform.

Entity	Country	Data location	Activity
Anthropic	USA	USA	AI model inference for the Upright Platform, including the Upright Agent
OpenAI	USA	USA	AI model inference for the Upright Platform
Perplexity AI, Inc.	USA	USA	AI model inference and web research for the Upright Platform
Hugging Face, Inc.	USA	EU / USA	Hosting and inference of Upright's own models for the Upright Platform
Amazon Web Services EMEA Sarl	Ireland	Ireland	AI model inference (AWS Bedrock) for the Upright Platform

Subprocessors for Eevo

Upright engages the following entities to provide Eevo.

Entity	Country	Data location	Activity
Hugging Face, Inc.	USA	EU / USA	Eevo model hosting and inference (primary for requests without the EU option)
Amazon Web Services EMEA Sarl	Ireland	EU	Eevo model inference for requests sent to eu.eevo.io, and additional inference capacity
Stripe Payments Europe, Ltd.	Ireland	EU / USA	Payment processing and tax calculation for Eevo prepaid credit
Anthropic	USA	USA	Web research for Eevo by email

Subprocessors for Customer Relationship Management

Upright engages the following entities for customer relationship management.

Entity	Country	Data location	Activity
Appcues, Inc.	USA / EU	USA (AWS)	In-app user onboarding, experience, and adoption platform
DocuSign, Inc.	USA / EU	EU (AWS)	Electronic signature and contract management
Gong.io Inc.	USA	USA (AWS)	AI-driven sales interaction analysis and revenue intelligence
Heroku (Salesforce)	USA	USA (AWS)	Cloud application platform (PaaS) used for hosting and automated website email delivery
HubSpot	USA / Ireland	USA (AWS)	Customer relationship management and marketing automation, including notification of new Eevo organisation sign-ups
Linear Orbit, Inc.	USA	USA (AWS)	Project management and issue tracking
Netvisor (Visma)	Finland	Finland (EU)	Cloud-based accounting and financial /invoicing management
Slack Technologies, LLC	USA	USA (AWS)	Internal communication and collaboration, including notification of new Eevo sign-ups
Zapier, Inc.	USA	USA (AWS)	Workflow automation for calendar invites
Zoom Video Communications	USA	USA (AWS / Own)	Video conferencing and communication

Upright notifies the Customer of intended changes to this list in accordance with Section 5 of the Addendum.