

XSolutions Consulting Services LLC

DATA PROCESSING AGREEMENT

for the Intermodal Portal (IP)

XSolutions as Processor · Tenant as Controller

Document	Data Processing Agreement (DPA) — Intermodal Portal (IP)
Processor	XSolutions Consulting Services LLC, 20 Squadron Blvd., STE 320, New City, NY 10956, USA
Version / date	v1.4 — 06/05/2026
Status	Executed by XSolutions in the Execution block (clause 18).

Preamble

This Data Processing Agreement (“DPA”) forms part of, and is subject to, the agreement between the customer (the “Tenant”) and XSolutions Consulting Services LLC (“XSolutions”) for the provision of the Intermodal Portal (IP) services (the “Agreement”). The IP is operated by XSolutions together with Niebo Solutions; XSolutions is the Tenant’s processor and contracting party under this DPA, and Niebo acts as a sub-processor (Annex 3). Accordingly, references to XSolutions as the Processor in Parts A and B mean XSolutions Consulting Services LLC. This DPA applies whenever XSolutions processes Personal Data on behalf of the Tenant in connection with the IP. Capitalized terms not defined here have the meaning given in the Agreement. This DPA is pre-signed by XSolutions and is accepted as set out in clause 18.

1. Definitions

Applicable Data Protection Law	all privacy and data protection laws applicable to the processing of Personal Data under the Agreement and this DPA, including the GDPR, UK GDPR, Swiss DPA, the Singapore PDPA and applicable US state privacy laws.
Controller / Processor / Data Subject / Personal Data / Personal Data Breach / Processing	have the meanings given under Applicable Data Protection Law (equivalent terms such as “business”, “service provider” and “personal information” apply where US state laws govern).
EEA	the European Economic Area.
EU SCCs	the Standard Contractual Clauses annexed to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021.
GDPR / UK GDPR / Swiss DPA / PDPA	Regulation (EU) 2016/679; the UK GDPR and Data Protection Act 2018; the Swiss Federal Act on Data Protection; and the Singapore Personal Data Protection Act 2012, respectively.
Restricted Transfer	a transfer of Personal Data to a country not benefiting from an adequacy decision/regulation under the relevant Applicable Data Protection Law.

Standard Contractual Clauses	as the context requires, the EU SCCs and/or the UK Addendum (the International Data Transfer Addendum to the EU SCCs issued under s.119A DPA 2018).
Sub-processor	any third party engaged by XSolutions to process Tenant Personal Data.
Tenant Personal Data	Personal Data that XSolutions processes on behalf of the Tenant under the Agreement, as described in Annex 1.

2. Roles and scope of processing

- 2.1** The Tenant is the Controller of the Tenant Personal Data and appoints XSolutions as Processor to process it on the Tenant's documented instructions. Where the Tenant is itself a Processor acting for a third-party Controller, the Tenant is a Processor and XSolutions is the Tenant's Sub-processor; in that case the Tenant warrants its instructions to XSolutions are consistent with that Controller's instructions.
- 2.2** The subject-matter, duration, nature and purpose of the processing, the types of Personal Data and the categories of Data Subjects are set out in Annex 1.
- 2.3** Part A (General Data Protection Terms) applies to all processing. Part B (International Transfers and Region-Specific Terms) applies additionally where the relevant law identified in it applies. In case of conflict, Part B prevails over Part A, and the Standard Contractual Clauses prevail over both in respect of Restricted Transfers.
- 2.4** Joint controllership for operational data. The IP is operated jointly by XSolutions and Niebo Solutions (Poland). Notwithstanding XSolutions' role as Processor, for certain data processed for the security and analytics of the IP (e.g., account identity and usage logs), XSolutions and Niebo act as joint controllers under Article 26 GDPR. This is limited to technical platform operation and does not grant XSolutions or Niebo any ownership or control over the Tenant's business data described in Annex 1. Processing of such security and analytics data by XSolutions and Niebo is governed by a joint-controller arrangement between XSolutions and Niebo and is described in the IP privacy notice (which sets out the essence of that arrangement and the contact points). XSolutions' obligations as the Processor in this DPA do not apply to aforementioned security and analytics data, and a data subject may exercise their rights in respect of that data against either joint controller.

PART A — GENERAL DATA PROTECTION TERMS (ARTICLE 28)

3. Processing on documented instructions

- 3.1** XSolutions shall process the Tenant Personal Data only on the Tenant's documented instructions, including with regard to international transfers, unless required by law (in which case XSolutions shall, where legally permitted, inform the Tenant first). The Agreement and this DPA (including Annex 1) constitute the Tenant's complete and final documented instructions.
- 3.2** XSolutions shall immediately inform the Tenant if, in its opinion, an instruction infringes Applicable Data Protection Law.

4. Confidentiality

- 4.1** XSolutions shall ensure that persons authorized to process the Tenant Personal Data are subject to an appropriate duty of confidentiality.

5. Security of processing

- 5.1** XSolutions shall implement and maintain the technical and organisational measures set out in Annex 2 to ensure a level of security appropriate to the risk, taking into account Article 32 GDPR (and equivalent requirements).
- 5.2** XSolutions may update those measures from time to time provided the overall level of security is not diminished.
- 5.3** The Tenant is responsible for the security measures within its own control, including safeguarding the access credentials used for the IP and determining whether to enable multi-factor authentication for its users.

6. Sub-processing

- 6.1** The Tenant grants XSolutions general written authorisation to engage Sub-processors. The current Sub-processors are listed in Annex 3.
- 6.2** XSolutions shall give the Tenant at least 30 days' prior notice of the addition or replacement of any Sub-processor by updating its online Sub-processor list, enabling the Tenant to object on reasonable data-protection grounds. If the Tenant objects, the parties shall work in good faith to resolve the objection; failing resolution, either party may terminate the affected Services in accordance with the Agreement.
- 6.3** XSolutions shall impose data-protection obligations on each Sub-processor that are no less protective than those in this DPA and shall remain liable for each Sub-processor's performance.

7. Assistance with Data Subject rights

- 7.1** Taking into account the nature of the processing, XSolutions shall assist the Tenant by appropriate technical and organisational measures, insofar as possible, to respond to requests from Data Subjects exercising their rights. If XSolutions receives such a request directly, it shall promptly inform the Tenant and direct the Data Subject to the Tenant.

8. Personal Data Breach

- 8.1** XSolutions shall notify the Tenant without undue delay after becoming aware of a Personal Data Breach affecting the Tenant Personal Data, and shall provide reasonable information and

cooperation to assist the Tenant in meeting its breach-notification obligations under Articles 33–34 GDPR (and equivalent laws).

9. Data protection impact assessments

- 9.1** XSolutions shall provide reasonable assistance to the Tenant with data protection impact assessments and prior consultations with supervisory authorities (Articles 35–36 GDPR), taking into account the information available to XSolutions, including the measures in Annex 2.

10. Return or deletion of data

- 10.1** Upon termination or expiry of the Agreement, XSolutions shall, at the Tenant's choice, delete or return the Tenant Personal Data and delete existing copies, unless retention is required by law or permitted under the Agreement's data-retention terms. Retention periods are described in Annex 1.

11. Audits and information

- 11.1** XSolutions shall make available to the Tenant information reasonably necessary to demonstrate compliance with Article 28 GDPR and shall allow for and contribute to audits, including inspections, conducted by the Tenant or an auditor it mandates. XSolutions may satisfy this obligation by providing relevant third-party certifications and audit reports (for example, the SOC 2 and ISO/IEC 27001 reports of its hosting Sub-processor) subject to confidentiality.

PART B — INTERNATIONAL TRANSFERS & REGION-SPECIFIC TERMS

XSolutions hosts the IP on Microsoft Azure in data centers in the Eastern United States. Personal Data of Data Subjects located in the EEA, the UK, Switzerland, Singapore and elsewhere is therefore processed in the United States. This Part B sets out the transfer mechanisms relied upon. Where any transfer of Tenant Personal Data from the Tenant to XSolutions is a Restricted Transfer, the relevant Standard Contractual Clauses are incorporated into and form part of this DPA.

12. European Economic Area (EU GDPR)

- 12.1** Where the EU GDPR applies, the EU SCCs are incorporated by reference and completed as follows:
- (a) Module Two (Controller-to-Processor) applies; where the Tenant is a Processor and XSolutions is a Sub-processor, Module Three (Processor-to-Processor) applies instead;
 - (b) in Clause 7, the optional docking clause applies;
 - (c) in Clause 9, Option 2 (general written authorisation) applies, with the notice period set out in clause 6.2 of this DPA;
 - (d) in Clause 11, the optional independent dispute-resolution language does not apply;
 - (e) in Clause 17 (Option 1), the EU SCCs are governed by the law of the EU Member State in which the data exporter is established; where the exporter is not established in an EU Member State, they are governed by the law of Ireland;
 - (f) in Clause 18(b), disputes shall be resolved before the courts of that Member State (or, by default, Ireland);

- (g) Annex I.A and I.B of the EU SCCs are completed with the information in Annex 1 of this DPA; Annex II with the measures in Annex 2; Annex III with the Sub-processors in Annex 3; and the competent supervisory authority (Annex I.C) is determined under Clause 13 of the EU SCCs (defaulting to the Irish Data Protection Commission where the exporter is outside the EEA).

12.2 The official EU SCCs to be appended are available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj.

13. United Kingdom (UK GDPR)

13.1 Where the UK GDPR applies, the EU SCCs (completed as in clause 12) apply as modified by the UK Addendum. Tables 1 to 3 of the UK Addendum are completed with the corresponding information from the EU SCCs and Annexes 1–3; in Table 4, both “Importer” and “Exporter” may end the Addendum as set out in it; the start date is the effective date of the Agreement.

13.2 The UK Addendum / International Data Transfer Agreement and guidance are available from the ICO at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/appropriate-safeguards/what-are-standard-data-protection-clauses-the-uk-idta-and-the-addendum/>

14. Switzerland (Swiss DPA)

14.1 Where the Swiss DPA applies, the EU SCCs apply with the following modifications: references to the GDPR are read as references to the Swiss DPA; the competent authority is the Swiss Federal Data Protection and Information Commissioner; the term “Member State” shall not be read to deprive Data Subjects in Switzerland of the right to sue in their place of habitual residence; and the EU SCCs are governed by Swiss law for Swiss transfers.

15. Singapore (PDPA)

15.1 Where the Singapore PDPA applies, XSolutions agrees to be bound by legally enforceable obligations to provide a standard of protection for the transferred Personal Data comparable to that under the PDPA, in satisfaction of the Transfer Limitation Obligation (section 26 PDPA and regulation 10 of the Personal Data Protection Regulations 2021). The obligations in Part A of this DPA constitute those obligations.

16. United States and other third-country Controllers

16.1 Where the Tenant is established outside the EEA/UK (for example, in the United States) but is subject to the GDPR/UK GDPR under Article 3(2) in respect of Data Subjects in the EEA/UK, or otherwise transfers EEA/UK-origin Personal Data to XSolutions, the relevant Standard Contractual Clauses in clauses 12–14 apply to that Restricted Transfer and the protections afforded to the Personal Data travel with it.

16.2 Where US state privacy laws apply (for example, the CCPA/CPRA and comparable state laws), XSolutions acts as a “service provider” / “processor” and shall: (a) process the Personal Data only to provide the Services and on the Tenant's documented instructions; (b) not sell or share the Personal Data, and not retain, use or disclose it for any purpose other than the Services or as permitted by law; and (c) not combine it with data from other sources except as permitted by those laws. XSolutions certifies that it understands and will comply with these restrictions.

17. Order of precedence and general

- 17.1** In the event of any conflict: the Standard Contractual Clauses prevail over the remainder of this DPA in respect of Restricted Transfers; this DPA prevails over the rest of the Agreement on matters of data protection; and the Agreement governs all other matters, including liability and limitations of liability, which apply to this DPA.
- 17.2** Except for the Standard Contractual Clauses and Part B region-specific terms (which are governed as stated in them), this DPA is governed by the laws of the State of New York, USA, without regard to conflict-of-laws rules. If any provision is held invalid, the remainder continues in effect.
- 17.3** XSolutions may update this DPA to reflect changes in Applicable Data Protection Law or its Sub-processors or security measures, provided such updates do not materially reduce the protections for Data Subjects.

18. How to execute

- 18.1** This DPA is executed by XSolutions in the Execution block below and forms part of the Agreement. A Tenant accepts it (a) by entering into or continuing to use the IP under the Agreement, or (b) by counter-signing the Execution block (Controller) and returning the signed DPA to XSolutions at Jimperato-sr@xsolutions.com. Where the Agreement has been accepted, no separate Tenant signature is required for the DPA to be binding.

Execution

Signed by the duly authorized representatives of the parties. XSolutions executes this DPA below for the posted version; the Tenant may counter-sign where it wishes to hold a signed copy.

Signed for and on behalf of XSolutions Consulting Services LLC (Processor) Signature:  _____ Name: Joseph Imperato Sr. Title: Managing Partner & Compliance Officer (Authorized Signatory) Date: 07/29/2026	Signed for and on behalf of the Tenant (Controller) Signature: _____ Name: _____ Title: _____ Date: _____
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ANNEX 1 — LIST OF PARTIES & DESCRIPTION OF PROCESSING

(Completes Annex I.A, I.B and I.C of the EU SCCs.)

A. List of parties

Data exporter (Tenant / Controller) — to be completed by the Tenant:

Name	_____
Address	_____
Contact (name, position, email)	_____
Role	Controller (or Processor, where acting for a third-party Controller)
Activities relevant to the data transferred	Use of the Intermodal Portal (IP) services under the Agreement.
Signature and date	See Execution block (clause 18).

Data importer (Processor):

Name	XSolutions Consulting Services LLC
Address	20 Squadron Blvd., STE 320, New City, NY 10956, USA
Contact	Compliance Officer — Compliance@xsolutions.com; (845) 362-9675
Role	Processor (Sub-processor where the Tenant is a Processor)
Activities relevant to the data transferred	Provision, hosting and support of the Intermodal Portal (IP).
Signature and date	See Execution block (clause 18).

B. Description of processing / transfer

Categories of Data Subjects	The Tenant's authorized users (employees/agents) of the IP; and the Tenant's customers, agents and suppliers whose container-related contact data is processed in the IP.
Categories of Personal Data	First name; last name; company email address; company telephone number; tracking ID; IP address. Billing-contact data (name, email, telephone) is processed via the Xero Sub-processor. Attachments uploaded by the Tenant may contain limited Personal Data controlled by the Tenant.
Special-category data	None processed by design. The Tenant shall not submit special-category data except as expressly agreed.
Frequency of transfer	Continuous, for the duration of the Agreement.
Nature of processing	Hosting, storage, access control, usage logging, support and invoicing in connection with the IP.

Purpose(s)	To provide the IP services to the Tenant as described in the Agreement and this DPA.
Retention period	Account identity data: duration of the user's active status plus 12 months. Usage data/tracking ID: 13 months. IP addresses in audit logs: 90 days. Invoicing records: 7 years. Thereafter deleted or returned per clause 10.
Sub-processor processing	Subject matter, nature and duration as above; limited to what is necessary to provide hosting (Microsoft Azure), platform development/operations (Niebo Solutions), billing (Xero), network security (Cloudflare) and transactional email (Postmark).
Joint-controller processing (outside this DPA)	Account, identity and usage data used to administer accounts and to operate, secure, analyze and improve the IP is processed by XSolutions and Niebo Solutions as joint controllers under Article 26 GDPR (see clause 2.4 and the IP privacy notice), not under this DPA's processor terms.

C. Competent supervisory authority

Where the EU GDPR applies, the competent supervisory authority is determined under Clause 13 of the EU SCCs by reference to the data exporter's place of establishment (defaulting to the Irish Data Protection Commission where the exporter is outside the EEA). Where the UK GDPR applies, the competent authority is the UK Information Commissioner's Office (ICO). Where the Swiss DPA applies, it is the Swiss Federal Data Protection and Information Commissioner.

ANNEX 2 — TECHNICAL & ORGANISATIONAL SECURITY MEASURES

(Completes Annex II of the EU SCCs.)

Hosting & infrastructure	The IP is hosted on Microsoft Azure (Eastern US) within Microsoft's certified security environment (ISO/IEC 27001, SOC 2). Tenant data is logically isolated so each Tenant can access only its own data.
Encryption	Personal Data is encrypted in transit; the IP database is encrypted at rest.
Access control & authentication	XSolutions' administrative/database access is protected by multi-factor authentication (MFA) and least-privilege controls. Tenant and user access is via tenant-controlled credentials; each Tenant may enable MFA for its own users.
Logging & monitoring	Internal audit logs record access and activity within the IP and are used to investigate suspicious behaviour.
Resilience & backup	Azure backup and restore capabilities are used to protect availability and integrity of the data.

Pseudonymization / minimization	Data minimization is applied; a User Redact function allows user data to be anonymized/redacted by the tenant Controller or by IP on the Tenant's instruction.
Incident response	A documented incident-response process supports detection, mitigation and notification of Personal Data Breaches.
Vendor management	Sub-processors are engaged under Article 28-compliant terms (Annex 3).
Personnel	Personnel authorized to process data are bound by confidentiality obligations.

ANNEX 3 — SUB-PROCESSORS

(Completes Annex III of the EU SCCs. XSolutions maintains the current list online and gives at least 30 days' notice of changes per clause 6.2.)

Sub-processor	Service	Location	Transfer safeguard
Niebo Solutions	Platform development & operations (sub-processor for Tenant Data; joint controller with XSolutions for account/usage data — see clause 2.4)	Poland (EU)	Within the EEA — no third-country transfer; Article 28 sub-processor terms
Microsoft Corporation (Microsoft Azure)	Cloud hosting & infrastructure	United States (Eastern US)	Microsoft Products & Services DPA incorporating the EU SCCs; EU-US Data Privacy Framework
Xero	Billing / accounting (billing-contact data)	Per Xero DPA	Xero DPA incorporating the EU SCCs (Module Two) and UK Addendum
Cloudflare, Inc.	CDN, DNS & network security (DDoS / WAF)	United States (global edge network)	Cloudflare DPA incorporating the EU SCCs and UK Addendum; DPF-certified
Postmark (ActiveCampaign, LLC)	Transactional email delivery	United States	Postmark / ActiveCampaign DPA incorporating the EU SCCs and UK Addendum

End of Data Processing Agreement.