



Dull Operations Pty Ltd

Dull Data Processing Agreement



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Last updated: June 2025

This data processing agreement (**DPA**) forms part of, and is subject to, the End User Licence Agreement (**EULA**) , but applies only to the extent that the collection and processing of Customer Personal Data is subject to Data Protection Laws that designate a Processor and Controller. This DPA reflects the parties' agreement with respect to the Processing of Customer Personal Data.

1. Application

- 1.1 The parties agree that in the event of inconsistency, the terms of this DPA override the terms of the EULA.
- 1.2 Nothing in this DPA reduces either party's obligations under the EULA or permits the Data Processor to Process (or permit the Processing of) Customer Personal Data in a manner which is prohibited by any applicable law.

2. Definitions and Interpretation

- 2.1 Defined terms in this DPA have the meaning given to them throughout this agreement, in the EULA, and as follows.

Contracted Processor means the Data Processor or a Subprocessor.

Customer means the entity identified as the Customer in the EULA.

Customer Personal Data means any Personal Data Processed by a Contracted Processor on behalf of the Customer pursuant to or in connection with the Software.

Data Processor has the same meaning as in the relevant Data Protection Laws, and includes Dull, any reseller for the Software, any agent of Dull or any other party making the Software available to the Customer who collects and uses data from the Customer or the end user.

Data Protection Laws means:

- (a) the DPA;
- (b) the EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR; and
- (c) to the extent applicable, the data protection or privacy laws of any other country.

Data Transfer means:

- (a) a transfer of Customer Personal Data from the Customer to a Contracted Processor; or

- (b) an onward transfer of Customer Personal Data from a Contracted Processor to a Contracted Processor, or between two establishments of a Contracted Processor,

in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

DP Act means the Data Protection Act 2018 (UK) as amended, updated, or replaced from time to time, and includes the UK GDPR as defined in section 3 of the Data Protection Act 2018 (UK).

Dull means Dull Operations Pty Ltd (ACN 655816589).

EULA means the end user licence agreement between Dull and any person accessing or using the Software.

EEA means the European Economic Area.

EU means the European Union.

EU C-to-P SCCs means the EU approved Controller to Processor standard contractual clauses set out in the Annex of Commission Implementing Decision (EU) 2021/914 of 4 June 2021, available at: https://commission.europa.eu/publications/standard-contractual-clauses-controllers-and-processors-eueea_en, as amended, updated, or replaced from time to time.

GDPR means Regulation 2016/679 (the General Data Protection Regulation), as amended, updated, or replaced from time to time.

ICO means the UK Information Commissioner.

Services means Dull's provision of the Software, to the Customer, and/or other ancillary services provided under or in relation to the EULA or other agreement, including professional services.

Software means Dull's installed access management software platform.

Standard Contractual Clauses means, as applicable, the EU C-to-P SCCs and/or the UK SCCs.

Subprocessor means any person appointed by or on behalf of the Data Processor to Process Personal Data on behalf of the Customer in connection with the EULA or the DPA in accordance with clause 7, including those Subprocessors set out at Attachment A to this DPA.

UK means the United Kingdom of Great Britain and Northern Ireland.

UK SCCs the UK standard data protection clauses as issued by the ICO under s119(A)(1) of the DP Act, as amended, updated, or replaced from time to time.

- 2.2 The terms, "**Commission**", "**Controller**", "**Data Subject**", "**Member State**", "**Personal Data**", "**Personal Data Breach**", "**Processing**" and "**Supervisory Authority**" have the same meaning as in the relevant Data Protection Laws.

3. Processing of Customer Personal Data

3.1 Data Processor must:

- (a) comply with all applicable Data Protection Laws in the Processing of Customer Personal Data; and
- (b) not Process Customer Personal Data other than on the documented instructions of Customer, which for the purpose of this DPA include the Customer's instructions to Process Customer Personal Data to provide the Services and fulfil any other contractual obligations existing between the Customer and the Data Processor.

3.2 For the avoidance of doubt, where Dull Process any Personal Data including Customer Personal Data, it must do so in accordance with clause 3.1 and only as a Data Processor. For the purpose of this DPA, the documented instructions of the Customer include the Customer's instructions to Process Customer Personal Data to:

- (a) provide and improve the Services; and
- (b) improve and maintain the safety and security of the Services.

3.3 If Data Processor becomes aware that the Customer's instructions regarding the Processing of Customer Personal Data infringe any applicable Data Protection Laws, Data Processor will immediately notify the Customer. The Data Processor has no obligation to actively monitor Customer's compliance with Data Protection Laws and does not accept any liability in relation to Customer's compliance with Data Protection Laws.

4. Duration

This DPA, and the Data Processor's Processing of Customer Personal Data, will continue unless or until the EULA expires or is terminated.

5. Data Processor personnel

Data Processor must take reasonable steps to ensure the reliability of any employee, agent or contractor of any Contracted Processor who may have access to Customer Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Customer Personal Data, as strictly necessary for the purposes of the EULA and the Services, and to comply with all applicable laws in the context of that individual's duties to the Contracted Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Security

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the

rights and freedoms of natural persons, Data Processor must in relation to Customer Personal Data implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

- 6.2 In assessing the appropriate level of security, Data Processor must take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

7. Subprocessing

- 7.1 The Data Controller grants the Data Processor a general authorisation to appoint, use, and disclose Customer Personal Data to, any Subprocessor set out in Attachment C to this DPA and/or any other Subprocessor added to Attachment C from time to time in accordance with clause 7.2.
- 7.2 The Data Processor may appoint a new subprocessor by providing the Customer with 30 days notice (**Change Notice Period**) and such new subprocessor will be deemed a Subprocessor and added to the list set out at Attachment C unless the Customer objects to the appointment on reasonable grounds and in accordance with the following process.
- (a) If the Customer objects to the appointment, the Customer must do so in writing to the Data Processor before the expiry of the Change Notice Period and the parties will discuss those objections in good faith.
 - (b) If it can be reasonably demonstrated by the Customer that the new Subprocessor is unable to Process Personal Information in compliance with the terms of this DPA, and the Data Processor cannot provide an alternative subprocessor, or the parties are not otherwise able to achieve a resolution, then:
 - (i) the Data Processor will cease to provide, or Customer may agree not to use (temporarily or permanently), the aspect of the Services that would involve the Subprocessor Processing Customer Personal Data; or
 - (ii) if the Customer is no longer able to use the Services without the appointment of the new subprocessor, the Customer may terminate the EULA and this DPA, subject to any effect of termination provisions in the EULA.
 - (c) Where the Customer fails to object within the Change Notice Period, the Customer will be deemed to have consented to the appointment of the relevant Subprocessor.
- 7.3 The Data Processor must ensure that it has a written agreement in place with each Subprocessor that imposes similar standards and obligations on the Subprocessor as those set out in this DPA in respect of the Processing of Customer Personal Data carried out by that Subprocessor.

8. Data Subject rights

- 8.1 Taking into account the nature of the Processing, Data Processor must assist the Customer by implementing appropriate technical and organisational measures, insofar as this is possible, for

the fulfilment of the Customer obligations, as reasonably understood by the Customer, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

8.2 Data Processor must:

- (a) promptly notify the Customer if it receives a request from a Data Subject under any Data Protection Law in respect of Customer Personal Data; and
- (b) ensure that it does not respond to that request except on the documented instructions of the Customer or as required by applicable laws to which the Data Processor is subject, in which case Data Processor must to the extent permitted by applicable laws inform the Customer of that legal requirement before the Contracted Processor responds to the request.

1.2 If the Customer wishes to exercise any of its Data Subject rights or make any other request regarding its Customer Personal Data, please email Dull at support@dull.net.

9. Personal Data Breach

- 9.1 Data Processor must notify the Customer without undue delay upon Data Processor becoming aware of a Personal Data Breach affecting Customer Personal Data, providing the Customer with sufficient information to allow the Customer to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.
- 9.2 Data Processor must co-operate with the Customer and take reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

10. Data protection impact assessment and prior consultation

Data Processor must provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which the Customer reasonably considers to be required by Article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, the Contracted Processors.

11. Deletion or return of Customer Personal Data

- 11.1 Except to the extent that the Data Processor is required to retain any Customer Personal Data under any applicable Data Protection Laws and/or other laws, codes or regulations, the Data Processor must promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Customer Personal Data (the **Cessation Date**), delete and procure the deletion of all copies of such Customer Personal Data, which the Customer acknowledges may include cryptographically deleting data so as to render it unreadable.
- 11.2 Data Processor must provide written certification to the Customer that it has fully complied with this clause within 10 business days of the Cessation Date.

12. Audit rights

- 12.1 Data Processor must make available to the Customer on request all information necessary to demonstrate compliance with this DPA, and must allow for and contribute to audits, including inspections, by the Customer or an auditor mandated by the Customer in relation to the Processing of Customer Personal Data by the Contracted Processors.
- 12.2 Information and audit rights of the Customer only arise under clause 12.1 to the extent that the EULA does not otherwise give them information and audit rights meeting the relevant requirements of Data Protection Law.

13. Data transfer

General

- 13.1 Data Processor may not transfer or authorize the transfer of Customer Personal Data to countries outside the UK, the EU and/or the EEA without the prior written consent of the Customer, and subject to the relevant provisions of this clause 13.
- 13.2 For the purposes of the agreement and this DPA, the Customer explicitly consents to the transfer of Customer Personal Data to Australia, the UK (for EU Personal Data), and the United States of America.
- 13.3 The parties agree that formation of the EULA to which this DPA relates must be considered as signature to the applicable Standard Contractual Clauses.
- 13.4 If Personal Data Processed under this DPA is transferred across international borders, Data Processor will take necessary steps to ensure that the transfer occurs in compliance with the applicable Data Protection Laws. Where this involves a transfer of Personal Data from a country within the:
- (a) UK; or
 - (b) EEA
- to (respectively) a country outside the:
- (c) UK; and/or
 - (d) EEA,
- the parties must, unless agreed otherwise, rely on the then current, applicable and approved Standard Contractual Clauses and the relevant Standard Contractual Clauses are deemed to be incorporated into, and form part of, this DPA, subject to the applicable adaptations set out below.

All Standard Contractual Clauses.

- 13.5 If so required by the laws or regulatory procedures of any jurisdiction, the parties must execute or re-execute the relevant Standard Contractual Clauses as separate documents setting out the proposed transfers of Personal Data in such manner as may be required.
- 13.6 In the event of inconsistencies between the provisions of the relevant Standard Contractual Clauses and this DPA or other agreements between the parties in relation to the Services, the relevant Standard Contractual Clauses take precedence. The terms of this DPA must not vary the relevant Standard Contractual Clauses in any way.

UK SCCs

- 13.7 References to the GDPR are to be understood as references to the either the GDPR or the DP Act as the context requires and as applicable insofar as data transfers are subject to these laws.
- 13.8 For the purposes of Table 2 of the UK SCCs ("Selected SCCs, Modules and Selected Clauses"), the EU C-to-P SCCs, as read together with the UK SCCs, apply.
- 13.9 For the purpose of Table 3 of the UK SCCs ("Appendix Information") Attachments A, B and C to this DPA also apply.
- 13.10 The UK SCCs are governed by the laws of Great Britain. Any dispute arising from the UK SCCs in relation to all data transfers must be resolved by the courts of Great Britain.

EU C-to-P SCCs

- 13.11 The docking clause 7 of the EU C-to-P SCCs is included.
- 13.12 The option in clause 11 EU C-to-P SCCs is waived.
- 13.13 For clauses 17 and 18 of the EU C-to-P SCCs, the EU C-to-P SCCs are governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they must be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this must be the law of _____ (specify Member State). Any dispute arising from the EU C-to-P SCCs must be resolved by the courts of an EU Member State. The parties agree that those must be the courts of EU Member State in which the data exporter is established. A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence. The parties agree to submit themselves to the jurisdiction of such courts.
- 13.14 For the purposes of Annex I of the Appendix to the EU C-to-P SCCs, the parties and processing details set out in Attachment A to this DPA will apply.
- 13.15 For the purposes of Annex II of the of the Appendix to the EU C-to-P SCCs, the technical security measures set out in Attachment B to this DPA will apply.
- 13.16 For the purposes of Annex III of the of the Appendix to the EU C-to-P SCCs, the list of subprocessors set out in Attachment C to this DPA, and clause 7, will apply.

14. Variations

- 14.1 Where a variation does not result in the protection of Customer Personal Data being as, or more, rigorous than what is set out in this DPA (as updated or amended in accordance with this clause 14), Dull may, from time to time, vary this DPA and notify the Customer or end user that such a change has occurred.
- 14.2 The Customer's continued use of the Software will be deemed as acceptance of such variation. The date set out at the start of this DPA will indicate the date it was last updated.

15. General terms

This DPA is governed by the laws that govern the EULA. Any dispute arising in connection with this DPA will be submitted to the non-exclusive jurisdiction of the courts that have jurisdiction in the agreement.

Attachment A to DPA – parties and processing details

1 Description of parties

1.1 Data exporter(s): Any entity or person who accesses and/or uses the Software.

1.2 Data importer(s): Dull.

2 Description of transfer

2.1 Categories of data subjects whose Personal Data is transferred:

- Any entity or person who accesses and/or uses the Software.
- Third party individuals whose Personal Data is included in the Customer Personal Data.

2.2 Categories of Personal Data transferred:

The Personal Data transferred concern the following categories of data:

- General personal data categories, such as name, contact details, home address, telephone number, gender and date of birth.
- Account data categories, such as usernames, passwords, email addresses and security questions.

2.3 The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):

- Continuous basis for the duration of this DPA.

2.4 Nature of the processing:

The personal data transferred will be subject to basic processing activities to provide the Services.

2.5 Purpose(s) of the data transfer and further processing:

The purposes of Dull providing the Services and on the documented instructions of Customer.

2.6 The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period:

In accordance with clause 11 of this DPA.

2.7 For transfers to subprocessors, also specify subject matter, nature and duration of the processing.

As above.

3 Description of competent supervisory authority

3.1 Identify the competent supervisory authority.

The supervisory authority of the EU Member State where the data exporter is established, or where the data exporter is established in the UK, then the ICO.

Attachment B to DPA – technical security measures

List of possible measures:

Measures of pseudonymisation and encryption of personal data

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing

Measures for user identification and authorisation

Measures for the protection of data during transmission

Measures for the protection of data during storage

Measures for ensuring physical security of locations at which personal data are processed

Measures for ensuring events logging

Measures for ensuring system configuration, including default configuration

Measures for internal IT and IT security governance and management

Measures for certification/assurance of processes and products

Measures for ensuring data minimisation

Measures for ensuring data quality

Measures for ensuring limited data retention

Measures for ensuring accountability

Measures for allowing data portability and ensuring erasure

Attachment C to DPA – Subprocessors

The Controller has authorised the use of the following Subprocessors.

List of Subprocessors

Name of Subprocessor	Processing site - Region of Subprocessor	Services/Processing provided by the Subprocessor
Amazon Web Services	Australia	Hosting of the customers' Dull Realm Manager to store the information of usernames, passwords, emails, devices, applications, and services to operate the Dull Platform.
Microsoft Azure	Australia	Hosting of the customers' Dull Realm Manager to store the information of usernames, passwords, emails, devices, applications, and services to operate the Dull Platform.
Google Cloud Platform	Australia	Hosting of the customers' Dull Realm Manager to store the information of usernames, passwords, emails, devices, applications, and services to operate the Dull Platform.



About Dull: Founded in 2018, Dull is an Australian-owned, funded and operated cyber security company focusing on securing operational technology environments. The Dull Platform's patented Microtunneling™ approach microsegments critical infrastructure networks to facilitate secure remote access for users and secure internal connectivity between assets. Underpinned by zero trust principles and a rich ecosystem of technology partnerships, organisations utilising the Dull Platform benefit from a reduction in business risk, increased operational efficiencies, and improved compliance to industry regulations.

