Information

Data Processing Addendum

Portwood LLC - Updated November 13, 2026 - Information edition 2026-11-13-info1

Data-processing terms for applicable support and implementation services, with processing, security and transfer arrangements agreed privately for each engagement.

This page is an informational overview. Customer-specific agreements, quotes and any required signatures are handled privately with Portwood.

When it applies: Applies through express incorporation in an accepted quote or Order, or through a separate private agreement. Engagement-specific processing and security details, approved subprocessors and required transfer instruments are agreed before the relevant personal-data processing begins.

1 Application and roles

This Data Processing Addendum (DPA) supplements the executed Portwood MSA or other written services agreement identified in Customer's accepted quote, Order or separately agreed private DPA (Underlying Agreement). This DPA becomes binding when that document expressly incorporates this version and is accepted under the Underlying Agreement's formation requirements, or when both parties separately execute the DPA privately. It applies only to personal data Portwood processes on Customer's behalf in performing the agreed services (Customer Personal Data). Publication or downloading does not accept this DPA or authorize processing.

Before any relevant personal-data processing begins, Portwood and Customer agree the engagement-specific processing and security details privately, including the processing particulars, roles, approved subprocessors, actual security measures and any required transfer documentation. Publication of these terms does not supply those engagement-specific facts or authorize processing.

Depending on the engagement, Customer acts as controller or as a processor authorized by its controller, and Portwood acts respectively as processor or subprocessor. The parties record their roles before access. The package running solely in Customer's own Salesforce environment does not by itself establish Portwood's role; support access, sample materials, and contractor activities must be assessed separately.

Portwood's processing of its own business contact, billing, and procurement information as an independent controller is described in its privacy policy and is outside this DPA. Salesforce services procured directly by Customer remain under Customer's Salesforce agreement; they are not automatically Portwood subprocessors merely because the application runs on Salesforce.

When this DPA is incorporated into an accepted quote or Order, the incorporation and acceptance evidence is retained with that document and a separate DPA signature is not required unless the parties agree otherwise. When separately agreed, the private DPA identifies the Underlying Agreement and the agreed processing and security details. Its effective date is the date agreed privately or, if no different date is agreed, the date of the last signature.

2 Instructions and purpose limitation

Portwood processes Customer Personal Data only on Customer's documented lawful instructions, as recorded in the agreement, agreed engagement-specific processing details, and authorized support requests, including instructions on transfers, unless applicable law requires otherwise. Where legally permitted, Portwood informs Customer before legally required processing. Portwood promptly informs Customer if it considers an instruction to violate applicable data-protection law.

Portwood does not sell Customer Personal Data, use it for unrelated advertising, train general-purpose AI models on it, or disclose it for independent commercial purposes. Portwood limits collection, access, and copies to what is necessary for the agreed service. A change in purpose or materially expanded access requires updated instructions and, where needed, amended engagement-specific processing details.

Customer determines and records the lawful purposes, categories and duration of the entrusted processing, the relevant data subjects and personal-data types, and the instructions and access it authorizes. Customer retains its rights and responsibilities under applicable data-protection law, including the right to issue lawful documented instructions, receive the assistance and evidence described here, authorize subprocessors, and choose return or deletion at the end of the processing service.

3 Personnel and safeguards

Personnel authorized to process Customer Personal Data are bound by confidentiality duties, receive appropriate instructions, and receive only the access needed for their assignment. Portwood maintains technical and organizational measures appropriate to the processing and risk, as described in the agreed engagement-specific security details.

The baseline approach is named customer-controlled accounts, least privilege, MFA where available, sandbox-first work with fictional or masked data, controlled access to support material, protected business endpoints, and prompt removal of access at the end of an assignment. Production exports, local downloads, and additional tools require Customer's explicit authorization and an updated processing assessment. The agreed engagement-specific security details identify the controls for the engagement; relevant processing must not begin before those measures and access arrangements are confirmed.

4 Subprocessors

Customer authorizes only the subprocessors identified in the agreed engagement-specific processing details, under the authorization method stated there. The list identifies each entity, its function, processing location, and relevant safeguards. Portwood binds each subprocessor to written data-protection obligations no less protective for the entrusted processing and remains responsible for its performance.

Under a general written authorization, Portwood gives at least thirty days' advance notice of an intended addition or replacement, with sufficient information to assess it. Customer may object on reasonable data-protection grounds within fifteen days. The parties work in good faith on an alternative; if none is reasonable, Customer may terminate the affected processing service before access begins and receive a refund of unused prepaid fees for that portion. Specific authorization applies instead where the agreed engagement-specific processing details require it. No unlisted delivery firm receives access solely because this DPA is published.

5 Assistance and requests

Taking account of the nature of processing and information available, Portwood assists Customer with data-subject requests, security obligations, personal-data-breach assessments, data-protection impact assessments, and consultation with authorities. Portwood promptly forwards requests or complaints concerning Customer Personal Data and does not independently respond except on Customer's instruction or as required by law.

Portwood cooperates without undue delay so Customer can meet applicable deadlines. The parties may agree reasonable fees for exceptional assistance outside the purchased services, but a fee dispute does not excuse an obligation imposed by law or remediation caused by Portwood's breach.

6 Personal data breaches

Portwood notifies Customer without undue delay after becoming aware of a personal-data breach affecting Customer Personal Data, with any additional agreed deadline recorded in the agreed engagement-specific processing details. Notification is not postponed until an investigation is complete. Initial information may be supplemented in phases.

To the extent known, notices describe the nature and likely impact, affected categories and approximate volumes, a contact, and containment and remediation steps. Portwood investigates, preserves relevant evidence, mitigates the effects, and reasonably assists Customer's required notifications. Portwood does not notify affected people or authorities on Customer's behalf without instruction unless legally required.

7 Return deletion and retention

At Customer's choice when the processing service ends, Portwood returns or securely deletes Customer Personal Data in its possession within thirty days, unless applicable law requires retention or a different period is agreed in the engagement-specific processing details. Customer data stored in Customer's Salesforce organization remains under Customer's control and retention settings.

Legally retained records are limited to the required purpose and remain protected. Backup residuals are isolated from ordinary use and deleted through the documented backup cycle stated in the agreed engagement-specific processing details. Portwood provides reasonable written confirmation on request and ensures equivalent instructions reach subprocessors.

8 Evidence and audits

Portwood provides information reasonably necessary to demonstrate compliance with this DPA and permits reasonable audits and inspections by Customer or an independent auditor subject to confidentiality and safeguards for other customers. Routine audits ordinarily occur no more than annually with reasonable notice; that limit does not restrict an authority, an audit required by law, or a justified audit following a material incident or credible compliance concern.

The parties first use available controls documentation and remote evidence where appropriate. Audit arrangements must not prevent Customer from meeting legal obligations. Each party bears its ordinary audit costs unless a material breach by Portwood requires corrective work.

9 International transfers

The agreed engagement-specific processing details record where Portwood and its subprocessors access or handle Customer Personal Data, including remote access. Data remaining in a Salesforce region does not by itself resolve transfer questions created by personnel in another country.

Before a restricted transfer occurs, the parties identify a valid mechanism and complete the required documentation, such as the applicable EU Standard Contractual Clauses, their annexes, the relevant module and supplementary measures, and an applicable UK transfer addendum or agreement. Those instruments are not deemed completed by publication or incorporation of these DPA terms alone. Where required, the transfer instrument prevails over conflicting provisions and its mandatory protections are not reduced by commercial terms.

10 Agreement relationship

This DPA controls conflicts on Customer Personal Data. Commercial liability provisions apply only to the extent consistent with mandatory law and applicable transfer instruments. It lasts while Portwood processes Customer Personal Data and for any continuing deletion, confidentiality, or legal-retention obligations. Any legal requirements specific to an industry or jurisdiction must be addressed before processing; this DPA is not a HIPAA business associate agreement.

11 Engagement-specific processing details

The processing and security arrangements are documented privately with the accepted quote, Order or private DPA and form part of the DPA for the engagement. They identify the Customer legal entity and authorized representative, the DPA version and accepted quote, Order or private agreement reference, the underlying services agreement, the parties' roles, the subject matter, nature, purpose and duration of processing, the categories of data subjects and personal data, including any sensitive data, and Customer's documented instructions and applicable controller obligations and rights.

Those arrangements also identify authorized systems, tools and support channels; named personnel, access permissions and access expiry; countries of processing and remote access; approved subprocessors, their functions and countries, the authorization method and notification contact; confirmed technical and organizational measures; deletion timing, the backup cycle and lawful retention exceptions; breach and privacy contacts and any agreed notice deadline; and any required transfer mechanism, annexes and supplementary safeguards. These engagement-specific arrangements are agreed privately before the relevant processing begins.