GDPR ART. 44 TO 46 · ART. 11 OF THE DPA

Data location and transfers outside the EU

Where the data our customers entrust to the REVIEWIT solution is hosted and processed, when access from a third country is possible, and a summary of the impact assessment REVIEWIT carried out on these transfers.

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SCOPE
REVYCORE SAS · REVIEWIT SaaS solution, all regions

DISTRIBUTION
Public

Document issued in French and English; the French version is authoritative.

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PURPOSE

This document describes, for the data REVYCORE SAS processes on behalf of its customers, where it is hosted and processed, the transfers outside the European Union and how they are governed (Chapter V GDPR). It summarises the transfer impact assessment (TIA) REVIEWIT carried out following the method recommended by the French data protection authority (CNIL).

It is provided for information: Article 11 and Annex 2 of the data processing agreement (DPA) version 1.2 prevail.

SECTION 01 Where the data is

- **Region chosen by the Customer.** Data is hosted in the hosting region chosen by the Customer and recorded in the specific terms, in the European Union; Paris by default (DPA, Art. 2 and Annex 2).
- **Storage and processing in the region.** Databases, storage, backups and notification e-mails are handled in that region. Each subscription has its own databases.
- **Encryption.** Databases are encrypted at rest in the Customer's region; archives are encrypted under a dedicated key rotated annually; exchanges are protected by TLS 1.2 or 1.3, including to the databases.
- **End of contract.** The return package and the export archive remain encrypted in the Customer's hosting region throughout the extraction period (DPA, Annex 6, Art. 9.3).
- **Support.** E-mail exchanges with the Customer go through a mailbox hosted in France, within the EU Data Boundary.

SECTION 02 RITA assistant and AI models

- The RITA assistant can be disabled; the “generative AI” mode is active only if the Customer enables it, within the limits set by the AI processing addendum (Annex 4 of the DPA).
- In AI mode, data is sent only to the hosting provider's model service, in the subscription's region, with an inference profile limited to that region's geography: the “eu.” profile for a European region. Any other route is refused by the service.
- The “eu.” profile may process a request in a European region of the hosting provider other than the subscription's region, including in Switzerland, a country covered by an adequacy decision of the European Commission (Article 45 GDPR).
- Neither REVIEWIT nor its providers use Customer data to train models. REVIEWIT does not retain conversations; the audit trail keeps a hash of each question (twelve months) and the data question log is purged after thirty days (DPA, Art. 12).
- Direct AI providers (Anthropic, OpenAI, Mistral AI) are not used: none of these routes is open. Opening one would require the Customer's express choice and, outside the European Union, a prior transfer impact assessment.

SECTION 03

Transfers and mechanisms

RECIPIENT	SITUATION	MECHANISM	TIA
Hosting provider Amazon Web Services EMEA SARL	Data stored and processed in the Customer's region. Occasional access possible by staff of the hosting provider or its affiliates from a third country, notably the United States, for support or operations	Data Privacy Framework (Amazon Web Services, Inc.) and standard contractual clauses 2021/914, with the hosting provider's supplementary addendum	Carried out as a precaution (section 04)
E-mail delivery Scaleway SAS	France	No transfer	Not applicable
Support mailbox Microsoft Ireland Operations Limited	France (tenant region), EU Data Boundary; transfers possible to Microsoft Corporation (United States)	Data Privacy Framework (adequacy decision) and standard contractual clauses 2021/914, module 3	Not required (Article 45); reviewed if the adequacy decision ceases to apply
AI models Amazon Bedrock, if AI mode is enabled	Subscription region and European regions of the “eu.” profile, including Switzerland	No transfer outside the Union for Union regions; Switzerland: adequacy decision	Not applicable
Direct AI Anthropic, OpenAI, Mistral AI	No route open	Standard contractual clauses when a route is opened	Required before any opening

Data for which REVIEWIT is itself the controller (billing, public website) is covered by its privacy policy and is not included in this table.

SECTION 04

Summary of the transfer impact assessment

The assessment followed the six steps of the CNIL guide. It covers the only transfer in service that relies on standard contractual clauses: possible access by the hosting provider's staff from a third country.

1. The transfer	Data remains stored in the Customer's region. The transfer considered is occasional access, for support or operation of the hosting provider's services.
2. The transfer tool	Standard contractual clauses 2021/914 (modules 2 or 3), incorporated in the hosting provider's data processing agreement, with a supplementary addendum on challenging authority requests and informing the customer. The US entity is also certified under the Data Privacy Framework: the assessment covers the case where the adequacy decision would cease to apply.
3. Third-country law	United States: FISA Section 702 and Executive Order 12333 may target an electronic communications service provider. Executive Order 14086 (proportionality, redress before the Data Protection Review Court) underpins the adequacy decision of 10 July 2023, and its safeguards also benefit transfers under standard contractual clauses.
4 and 5. Measures	Encryption at rest of databases and archives, keys managed in the region; encryption in transit (TLS); isolation of subscriptions; access to production data restricted and logged; hosting provider's supplementary addendum.

6. Conclusion	Low residual risk: hypothetical access, encrypted data, Executive Order 14086 safeguards. The transfer is maintained. The assessment is reviewed at least once a year, and upon any change to the hosting provider's agreement, the adequacy decision or the hosting region.

SECTION 05 REVIEWIT commitments

- No transfer outside the European Union takes place other than those listed in Annex 2 of the DPA, each with its mechanism, supplemented by the measures resulting from the transfer impact assessment (DPA, Art. 11).
- REVIEWIT informs the Customer without delay if a mechanism ceases to apply, in particular if the adequacy decision is invalidated.
- Any addition or replacement of a sub-processor is notified at least thirty days in advance, with a right to object (DPA, Art. 6).
- Any new direct AI route requires the Customer's express choice and, outside the European Union, a transfer impact assessment carried out before it is opened.
- The same technical measures protect the Customer's non-personal data, hosted in the same region.

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Reviewed at least once a year and after any change of sub-processor or transfer mechanism.