DPA Residency Annex — North America

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Relevant frameworks	GDPR		

Residency Annex — North America (United States and Canada)

Annex to the Data Processing Agreement — Core (Appendix D.9)

Applies to	Tenants whose primary region, or whose secondary region, is in the United States or the Canada data residency boundary, as selected in the Customer Schedule

This annex states the locations, the sub-processors used for tenants whose primary region is in the United States or the Canada boundary, and the transfer tools for data held in or leaving these boundaries. Sub-processors used in every boundary, and the optional AI providers for AI-assisted diagnostics, are in Appendix B.1 of the Core DPA and are not repeated here. The United States and Canada remain two separate data residency boundaries (Core Appendix D.10); this annex describes both.

Part 1 — Both boundaries

R.1 Portal, telemetry and support data. Operational telemetry is held in the tenant's regions. The customer and administration portal is currently hosted in the EU/EEA; any move into the United States or Canada will be made by a new version of this annex under Appendix D.9. Support data remains with Herodesk and Mistral AI in the EU (Core Appendix B.1). The Azure regions currently in use are published at https://just-software.com/trust.

R.2 Sub-processors for tenants whose primary region is in the United States or the Canada boundary.

Name	Registration no.	Address	Processing location	Description of processing	Retention
Railsware Products Studio LLC (trading as Mailtrap)	Delaware reg. no. 4461258	925 N La Brea Ave, Suite 400, office 560, West Hollywood, CA 90038, USA	United States	Transactional e-mail delivery: recipient e-mail addresses, message content and delivery metadata	Delivery logs 15 days; message bodies 7 days

Transactional e-mail for tenants whose primary region is in either boundary is processed in the United States. It cannot currently be kept in Canada.

R.3 Transfers — common terms. Where the data controller is subject to the GDPR, its selection of the United States or the Canada boundary — as primary boundary, or as the boundary of its secondary region — is its documented instruction under Clause 8 to have the personal data held in that boundary processed there (Core Appendix C.6). This includes data of tenants whose primary region is in another boundary and whose secondary region, with its replicated data and backups, is in the United States or Canada.

The transfer tool for each sub-processor is: Microsoft — the EU-U.S. Data Privacy Framework and the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914) in the Microsoft Products and Services Data Protection Addendum; Mailtrap — the EU Standard Contractual Clauses in its data processing agreement, and the EU-U.S. Data Privacy Framework.

Part 2 — United States boundary

R.4 Regions. Tenants whose primary region is in this boundary are hosted in Microsoft Azure regions within the United States. Their secondary region is either another Azure region within the United States or, where the data controller selects it in the Customer Schedule, a region in another boundary, whose Residency Annex then also applies to the data held there (Core Appendix D.9). Product data, including backups, is held in both regions.

Part 3 — Canada boundary

R.5 Regions. Tenants whose primary region is in this boundary are hosted in a Microsoft Azure region within Canada. A second Canadian region is not yet available; it is planned, and will be added by a new version of this annex under Appendix D.9. Until then, the secondary region is, where the data controller selects it in the Customer Schedule, a region in the United States or the EU/EEA boundary, whose terms then also apply to the data held there (Part 2 of this annex, or the EU/EEA Residency Annex). Product data, including backups, is held in the primary region and, where one is selected, in the secondary region.

R.6 Recovery objectives without a secondary region. Where a tenant has no secondary region, the recovery objectives in the Product Annexes apply to incidents affecting individual services or datastores, but not to the loss of the whole primary region. In that event the data processor shall restore the services, within Canada, as soon as reasonably practicable. Where the data controller has selected a secondary region, the recovery objectives apply in full.

R.7 Transfers — hosting in Canada. Where the data controller is subject to the GDPR, hosting in Canada is based on the transfer mechanisms in the Microsoft Products and Services Data Protection Addendum, including the EU Standard Contractual Clauses (Commission Implementing Decision (EU) 2021/914). The European Commission's adequacy decision for Canada (Decision 2002/2/EC) applies in addition only where the recipient is a Canadian commercial organisation subject to PIPEDA.

R.8 What can be kept in Canada. A data controller that requires its tenants' product data, including backups, to remain in Canada should not select a secondary region outside Canada. It should also leave AI-assisted diagnostics disabled, as none of the AI providers in Core Appendix B.1 is located in Canada. Even then, the following are processed outside Canada: transactional e-mail (United States, R.2), the customer and administration portal (EU/EEA, R.1) and support data (EU, Core Appendix B.1).