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EU Data Act Information

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This page is published by **Aidealy Ltd.**, of Hamidron 1, Herzliya 4654110, Israel (company registration number 517367066) ("**Aidealy**", "we"), under **Regulation (EU) 2023/2854** (the "**EU Data Act**"). It contains the information the EU Data Act requires providers of data processing services to publish and keep up to date: where the infrastructure providing the Service sits and the measures protecting data held in the Union against conflicting foreign-government access (Article 28), the register of the data structures and formats in which your exportable data is available (Article 26(b)), and the fee and exit information for switching (Article 29(4) and (6)).

For customers whose Order Form place of incorporation or billing address is in the EU, the contractual switching and exit terms are in the **Aidealy EU Data Act Rider**, which applies to them automatically as part of their agreement with Aidealy. This page describes the same process in reader-facing terms; if this page and the Rider differ, the Rider governs. This page is published in English; the English text prevails over any translation.

1. Where the infrastructure providing the Service sits

Aidealy operates the Service in two strictly separated hosting regions. Each customer organisation (tenant) is assigned to exactly one region at onboarding, and its data is stored only in that region.

Region	Where the ICT infrastructure is located	Jurisdiction it is subject to
EU region	European Union (primary hosting in Ireland; EU-hosted ancillary services)	Ireland / the European Union
US region	United States (primary hosting in the United States; US-hosted ancillary services)	The United States

Three further points, stated for completeness and honesty:

- **Aidealy Ltd. itself is an Israeli company** and, like any company, can be legally compelled by the authorities with jurisdiction over it, including Israeli authorities; the hosting region controls where data is stored, not the company's own legal exposure.
- **Sub-processors.** The jurisdictions of the sub-processors we use, per service, are listed on our published Sub-processor List, which identifies each vendor's contracting entity and processing locations.
- **AI inference.** The zero-cross-region commitment is a **storage** guarantee. When the AI features run, content is processed by whichever of our two AI model providers performs the step, and both are US recipients: **Anthropic, PBC** stores API data in the United States and offers no EU option (inference runs on US infrastructure for US-region tenants and may run in any geography for other tenants); **OpenAI OpCo, LLC**, a United States recipient, processes at its default endpoint (its EU regional option is supported in our software but not switched on). Either provider may perform any AI step, and Aidealy may change the routing at any time, including as a fallback, without adding a sub-processor. Each leg is a transfer to a US recipient covered by the EU Standard Contractual Clauses; both providers are named, with legal entities and processing locations, on our Sub-processor List.

2. Protection of data held in the Union against conflicting foreign-government access

The EU Data Act asks providers to describe, in general terms, the technical, organisational, and contractual measures they maintain to prevent international governmental access to, or transfer of,

non-personal data held in the Union where that access or transfer would conflict with Union or Member State law. Aidealy's measures are:

- **Technical.** Strict region separation (an EU tenant's data is stored only in the EU region); encryption of stored customer data at rest, with a dedicated encryption key per tenant, and encryption in transit; role-restricted access controls and logged administrative access.
- **Organisational.** As a matter of practice, Aidealy handles government and law-enforcement demands touching any customer data on the same footing its Data Processing Agreement commits to for the personal data it covers: the affected customer is notified promptly unless the law prohibits it (and as soon as any prohibition lapses), the requesting authority is redirected to the customer first where lawful and available, disclosure is limited to the minimum legally required, and demands we have reasonable grounds to consider unlawful or overbroad are challenged with reasonable efforts.
- **Contractual.** Our Data Processing Agreement commits us, for the personal data it covers, to notify the affected customer promptly unless the law prohibits it (and as soon as any prohibition lapses), to redirect the requesting authority to the customer first where lawful and available, to disclose only the minimum legally required, and to use reasonable efforts to challenge demands we have reasonable grounds to consider unlawful or overbroad; demands touching any other customer data are handled under the organisational measures above.

To date, Aidealy has received no such demands.

3. Switching and exiting: the process and timelines

An EU customer can exit Aidealy, and take its data, on the following statutory path (the contractual version is the EU Data Act Rider):

1. **Notice.** You start a switch by giving notice (in writing, under the Rider). The notice period is at most **two (2) months**. You choose one of three exits - move to another provider, move to your own infrastructure, or have your data erased - in the notice or at any time up to the end of the notice period.
2. **Transitional period.** After the notice period, a **thirty (30) calendar-day** transitional period runs, during which the Service stays live and we provide reasonable assistance, maintain business continuity and security, and tell you about known risks to continuity. If completing the switch in 30 days is technically unfeasible, we tell you within **fourteen (14) working days of your switching notice**, with reasons, and set an alternative period of at most **seven (7) months**. You can extend the transitional period once.
3. **Export.** At your request, our support team exports the data you specify and delivers it in **CSV** (a structured, commonly used, machine-readable format; JSON is available for structures where Aidealy offers it) within **ten (10) Business Days** of the request (a "Business Day" is a day other than Friday, Saturday, or a public holiday in Israel). **You choose the scope**: any part of your exportable data, up to all of it; a request that does not narrow the scope covers all of it. The datasets available are listed in the register in Section 5.
4. **Retrieval period.** Your data remains retrievable for at least **thirty (30) calendar days** after the transitional period ends. An export requested in time is delivered even if delivery completes after the window closes.
5. **Erasure.** After the retrieval period (and delivery of any export requested within it), we erase your exportable data and digital assets. Erasure runs through the standard deletion mechanics described in our **Data Retention & Deletion Policy** (available on request), including time-limited encrypted backups that expire on their own short schedule and the narrow records other laws require us to keep.

When the switch completes: where you move to another provider or to your own infrastructure, the agreement (for the affected subscription) ends on successful completion of the switch - you confirm completion in writing, or completion is deemed confirmed **ten (10) working days** after every export you requested in time has been delivered and the retrieval period has ended, whichever of confirmation or deemed confirmation is earlier (Rider Section 9.1).

Switching and porting: methods, formats, and known limitations. The switching and porting procedure available for the Service is the notice-and-export path described above: exports are prepared and delivered by Aidealy's support team at your request - there is no self-service bulk-export console - and are delivered to you as per-dataset files in **CSV** (JSON is available for structures where Aidealy offers it); there is no direct provider-to-provider transfer mechanism. You scope the export at dataset level using the register in Section 5, and a full column-level data dictionary for your own exportable datasets is provided privately on request and during switching. Known restrictions and technical limitations: the Service does not maintain a copy of your repositories - the raw git inputs it ingests originate in, and remain within, your own systems of record - so an export contains the Service's records and derived metrics, not a copy of your source code; and functional equivalence at a destination provider is not provided, and Aidealy does not provide as part of the free exit, rebuilding your setup at a destination provider, developing new technologies, or disclosing Aidealy assets protected by intellectual-property rights or constituting trade secrets; functional equivalence at the destination is an infrastructure-tier (IaaS) duty and does not apply to a SaaS like Aidealy. Help beyond the mandated exit (custom formats, migration engineering, destination rebuild) is available as paid professional services.

Services with complex switching: no Aidealy standard service is offered on the basis that switching is impossible or subject to the Act's special regimes for custom-built or test services; if Aidealy ever offers a bespoke or non-production evaluation deployment relying on those regimes, the affected customers will be informed before contracting.

4. Fees when you switch

- **No switching charges.** Aidealy charges **nothing for the switching process** - including the mandated reasonable assistance and the standard export runs. The EU Data Act abolishes switching charges from 12 January 2027; Aidealy applies that position from day one and reserves no interim cost-based charges.
- **Standard service fees continue.** The subscription remains billable through the notice period, the transitional period, and the retrieval period - the Service is live and usable through them.
- **Early termination fee (disclosed before contracting).** If you exit a committed term (for example, an annual prepaid subscription) early via switching, an **early termination fee equal to the fees for the entire remaining committed term** applies, and prepaid fees for the terminated remainder are not refunded. For a prepaid term, the retained prepaid fees for that remainder are **credited in full against the early termination fee and will normally fully satisfy it** - the fee and the no-refund rule are two expressions of a single amount, never charged cumulatively.

  A monthly, non-committed option is available. Where a committed term is priced lower than the equivalent monthly price, the committed term is the trade for that discount. The EU Data Act expressly leaves early termination penalties outside the abolished switching charges and requires that they be disclosed before contracting - this section is that disclosure.
- **Paid professional services** remain available for work beyond what the Act mandates (additional custom export work, migration engineering, destination rebuild help), at the rates stated in the applicable Order Form or statement of work.

5. Register of exportable data structures

This is the online register, kept up to date, of the data structures and formats in which your exportable data is available. Every dataset below is available in **CSV** (structured, commonly used, machine-readable), and **JSON is available for structures where Aidealy offers it**; no common specification or harmonised standard for this service type has yet been published in the central Union standards repository for the interoperability of data processing services, so exports are provided under Article 30(5) of the Act. The register describes datasets at dataset level, and each dataset covers every record of that kind the Service holds for you. A **full column-level data dictionary for your own exportable datasets** is provided to you privately on request, and during switching, as part of our switching assistance - it is delivered per customer and not published,

because the underlying database structure includes Aidealy intellectual property and trade-secret material the Act does not require to be disclosed.

All datasets are per-tenant: they contain only your organisation's data.

Billing and subscription records are not part of this register: subscription purchases are transacted through our payment provider, **Paddle**, acting as Merchant of Record - Paddle holds the transaction records for those purchases, and your invoices are delivered to you when they are issued - and Aidealy's own internal billing-evidence records (see the **Data Retention & Deletion Policy**) are likewise outside it.

5.1 Code history

Dataset	What it contains (one line)	Format
Commits	Commit records from your repositories: author identity, message, and per-file change details	CSV
Code change blocks	Location coordinates and content fingerprints of each contiguous block changed in a commit	CSV
Changed lines	Positions and content fingerprints of each line added or removed in a commit, with AI-versus-human attribution	CSV
Pull requests	Pull-request records and descriptive details, with review, effort, quality, and longevity summaries	CSV
Pull-request files	Language and file-type classification of each pull request's changed files	CSV
Pull-request comments	Review and discussion comments on your pull requests	CSV
Files	Per-file records and daily snapshots: language, AI-versus-human authorship share, and quality	CSV
Code longevity events	Code-correction events showing how long earlier code survived before being changed	CSV
Code-quality scores	Code-quality analysis results for each analysed file version	CSV
Code-quality changes	Per-file and per-pull-request code-quality change for merged pull requests	CSV

5.2 AI-assistant activity

Dataset	What it contains (one line)	Format
AI-assistant usage events	Usage events from your developers' AI coding tools: assistant activity, suggestions and acceptances, and session records	CSV
AI-chat messages	AI-chat message records from your developers' assistant sessions (content minimised)	CSV
AI-assistant sessions	Chat and agent session summaries	CSV
AI-suggestion acceptances	AI-suggestion acceptance and rejection events	CSV

5.3 Summaries and scores

Dataset	What it contains (one line)	Format
AI-attribution summaries	Daily per-user, per-session AI-versus-human code-attribution summary	CSV

Dataset	What it contains (one line)	Format
Daily AI-session summaries	Daily summary of each AI-assistant session and its interaction	CSV
Team activity summaries	Daily team-level activity summaries, including commit counts	CSV
AI-chat activity summaries	Per-user AI-chat activity, daily and over rolling windows	CSV
AI token-usage summaries	Daily per-user AI token-usage summary	CSV
Pull-request activity summaries	Per-user pull-request activity over rolling windows	CSV
Pull-request longevity summaries	Daily per-pull-request summary of how long merged code survives	CSV
Code longevity summaries	Daily code-survival and correction-time distributions	CSV
AI-chat sentiment summaries	Per-user and per-session summaries of AI-chat sentiment, daily and over rolling windows	CSV
Executive summaries	Daily executive summary of AI adoption and estimated productivity impact per team	CSV
Productivity scores and ranks	Per-user productivity scores and daily ranks, with their scoring breakdown	CSV

5.4 Organisation and setup

Dataset	What it contains (one line)	Format
People	Your organisation's member records as known to the Service (the identity map)	CSV
Teams	Your organisation's team structure	CSV
Git-provider connections	The registry of your connected git-provider accounts	CSV
Repositories	The registry of your repositories selected for analysis	CSV
Branches	The registry of branches in your analysed repositories	CSV

Relationship data. The Service also links the records above (for example, which user authored which commit, or each contributor's share of a pull request, including contribution and effort measures). That relationship data is exported **with the datasets it relates to** - for example, per-contributor pull-request attribution is delivered as part of the pull-request export - rather than listed as separate datasets.

5.5 What is not in the register (exhaustive exemptions)

The following are **not exportable data** and are the only categories withheld, because they are Aidealy's own intellectual-property or trade-secret assets (or third parties'), not data you generated or co-generated by using the Service:

1. Aidealy's internal operational, configuration, and pipeline structures (processing state, query governance, system configuration) and Aidealy's own service audit logs.
2. The Service's internal schema (the internal definitions of how it stores and links records), as distinct from the relationship data described above, which is exported with its datasets, and from the column-level data dictionary of your own datasets described at the start of this Section.

3. Aidealy's AI prompts, scoring implementation internals, and model configuration. (The scoring rubrics and formula are published on our website and are not a trade secret; what is withheld is the implementation, not the methodology.)

Nothing you provided or generated is excluded. No customer input or output data - including any of your repository content the Service holds at rest - is withheld under these exemptions, and the exemptions do not impede switching.

6. Questions

Questions about this page or an export: **legal@aidealy.ai** (contract questions) or your account contact (export requests). Security posture: our Security & Trust page. Data protection: our **Privacy Policy** (the privacy notice for the Service) and **Data Processing Agreement**.