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Introduction and Purpose

This Data Processing Agreement (DPA) is between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA ("Data Processor") and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Data Controller"). This agreement clarifies the responsibilities of each party regarding the processing of personal data.

Purpose of this Agreement

The main goal of this DPA is to make sure personal data is handled and protected correctly under data protection laws like the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). This DPA outlines each party's duties to comply with these regulations.

Key Definitions

For the purposes of this DPA, the following terms have specific meanings:

- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Data Controller:** The entity (Acme, Inc) that determines the purposes and means of the processing of personal data.
- **Data Processor:** The entity (DocuPal Demo, LLC) that processes personal data on behalf of the Data Controller.
- **Data Subject:** The identified or identifiable person to whom personal data relates.
- **Processing:** Any operation or set of operations performed on personal data, such as collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, or destruction.
- **GDPR:** The General Data Protection Regulation (EU) 2016/679.
- **CCPA:** The California Consumer Privacy Act.



Scope of Data Processing

Details of Data Processing

This section describes the scope of data processing performed by DocuPal Demo, LLC on behalf of Acme, Inc. It covers the categories of personal data, the types of processing operations, and the duration of the processing.

Categories of Personal Data

The personal data processed under this Data Processing Agreement includes:

- Contact information: This includes name, email address, and phone number.
- Professional details: This includes job title and company affiliation.
- Usage data: This includes IP address, browser type, and access times.

Processing Operations

DocuPal Demo, LLC will perform the following processing operations on the personal data:

- Collection: Gathering personal data from ACME-1.
- Storage: Securely storing the personal data.
- Processing: Using the personal data to perform the services as outlined in the agreement.
- Analysis: Analyzing the personal data to improve the services.
- Transfer: Transmitting personal data as necessary to provide the agreed-upon services.

Duration of Processing

Data processing will occur throughout the term of the service agreement between DocuPal Demo, LLC and ACME-1. Post-termination, data processing will continue only as necessary to facilitate data return or deletion, in accordance with the terms of this DPA and the service agreement.



Roles and Responsibilities

This section defines the roles and responsibilities of Acme, Inc ("Data Controller") and DocuPal Demo, LLC ("Data Processor") concerning the processing of personal data.

Data Controller (Acme, Inc)

Acme, Inc, as the Data Controller, holds the ultimate responsibility for determining the purposes and means of processing personal data. This includes:

- Defining the scope and nature of the personal data to be processed.
- Establishing the legal basis for processing.
- Ensuring that data processing is compliant with applicable data protection laws, including GDPR and CCPA.
- Providing clear and documented instructions to DocuPal Demo, LLC regarding the processing activities.
- Managing data subject requests, with assistance from DocuPal Demo, LLC.

Data Processor (DocuPal Demo, LLC)

DocuPal Demo, LLC, as the Data Processor, will process personal data on behalf of and in accordance with the documented instructions of Acme, Inc. This includes:

- Processing personal data only for the specified purposes outlined by Acme, Inc.
- Implementing and maintaining appropriate technical and organizational measures to ensure the security of personal data.
- Assisting Acme, Inc in responding to data subject requests.
- Promptly notifying Acme, Inc of any data breaches or security incidents.
- Cooperating with Acme, Inc in ensuring compliance with applicable data protection laws.
- Adhering to documented policies and procedures designed to meet the requirements of this DPA.

Compliance Enforcement

Both parties are committed to ensuring compliance with applicable data protection laws. Compliance will be enforced through:



- Regular audits of data processing activities.
- The generation and review of compliance reports.
- Adherence to documented policies and procedures.
- Prompt remediation of any identified compliance gaps.
- Providing necessary information for impact assessments and consultations with supervisory authorities.

Data Security Measures

DocuPal Demo, LLC will implement and maintain appropriate technical and organizational security measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. These measures will ensure a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

Security Standards and Certifications

We maintain SOC 2 Type II and ISO 27001 certifications. We also adhere to industry best practices for data security.

Risk Management

Regular risk assessments are conducted to identify potential threats to personal data. Mitigation strategies are implemented to address identified risks. These assessments consider vulnerabilities, potential impact, and likelihood of occurrence.

Data Protection Measures

- **Encryption:** Personal data is encrypted both in transit and at rest. This protects data from unauthorized access during transmission and storage.
- **Access Controls:** Access to personal data is restricted to authorized personnel only. Role-based access controls are implemented to ensure that individuals have access only to the data necessary for their job functions.
- **Data Integrity:** Measures are in place to ensure the accuracy and integrity of personal data. These include regular data validation and monitoring.
- **Physical Security:** Physical access to data centers and other facilities is strictly controlled. Security measures include surveillance, access control systems, and secure storage.



- **Anonymization:** Where appropriate, anonymization techniques are used to further protect personal data. This involves modifying data so that it can no longer be attributed to a specific individual.
- **Data Minimization:** We only collect and retain personal data that is necessary for the specified processing purposes.
- **Secure Development Practices:** Secure coding practices are followed during software development to minimize vulnerabilities.
- **Vulnerability Management:** Regular vulnerability scans and penetration tests are conducted to identify and remediate security weaknesses.
- **Incident Response:** A comprehensive incident response plan is in place to address security incidents and data breaches. The plan includes procedures for detection, containment, eradication, recovery, and notification.
- **Business Continuity and Disaster Recovery:** Plans are in place to ensure business continuity and data recovery in the event of a disaster or other disruption.

These security measures are regularly reviewed and updated to address evolving threats and technological advancements.

Subprocessors and Third-Party Transfers

DocuPal Demo, LLC may engage subprocessors to process personal data on behalf of Acme, Inc. We will obtain prior written authorization from Acme, Inc before engaging any subprocessor.

Subprocessor Engagement

Before engaging a subprocessor, DocuPal Demo, LLC will:

- Conduct due diligence to evaluate their suitability.
- Enter into a written agreement with the subprocessor. This agreement will contain data protection obligations no less protective than those in this DPA.
- Provide Acme, Inc with information about the subprocessor, including their name, location, and the processing activities they will perform.



International Transfers

Personal data may be transferred internationally. Any international transfers will comply with GDPR and other applicable laws. We will use Standard Contractual Clauses (SCCs) or other approved mechanisms to ensure adequate protection for transferred data.

Third-Party Processors

Third-party processors must provide adequate guarantees for data protection. This includes implementing appropriate technical and organizational measures to safeguard personal data. DocuPal Demo, LLC will ensure that these processors adhere to data protection standards that are consistent with this DPA.

Data Subject Rights

DocuPal Demo, LLC recognizes that data subjects have specific rights concerning their personal data. This agreement ensures mechanisms are in place to support those rights. Acme, Inc. as the data controller, is primarily responsible for managing data subject requests. DocuPal Demo, LLC will fully cooperate with Acme, Inc. in facilitating these requests.

Exercising Data Subject Rights

Data subjects possess rights including:

- **Right of Access:** The right to obtain confirmation that their data is being processed and to access their personal data.
- **Right to Rectification:** The right to correct inaccurate or incomplete personal data.
- **Right to Erasure ('Right to be Forgotten'):** The right to have their personal data erased under certain circumstances.
- **Right to Restriction of Processing:** The right to limit the processing of their personal data under specific conditions.
- **Right to Data Portability:** The right to receive their personal data in a structured, commonly used, and machine-readable format and transmit it to another controller.
- **Right to Object:** The right to object to the processing of their personal data.



Procedures for Handling Requests

Acme, Inc. will handle the initial receipt and management of data subject requests. DocuPal Demo, LLC will provide reasonable assistance to Acme, Inc. to enable them to fulfill these requests. DocuPal Demo, LLC will promptly forward any data subject requests it directly receives to Acme, Inc.

Timelines

All requests will be addressed within the timelines stipulated by GDPR and other applicable data protection laws. DocuPal Demo, LLC will work to ensure that Acme, Inc. can meet these deadlines.

Notifications

DocuPal Demo, LLC will promptly notify Acme, Inc. of any notifications related to data processing activities that may impact data subject rights.

Breach Notification and Incident Management

DocuPal Demo, LLC will maintain and implement a comprehensive incident management program. This program is designed to address security incidents involving personal data processed on behalf of ACME-1.

Data Breach Notification

In the event of a personal data breach, DocuPal Demo, LLC will notify ACME-1 without undue delay. The notification will occur no later than 72 hours after discovery of the breach.

Scope of Notification

The notification will include, at a minimum:

- A description of the nature of the breach.
- The categories and approximate number of data subjects concerned.

- The categories and approximate number of personal data records concerned.
- The likely consequences of the breach.
- A description of the measures taken or proposed to be taken to address the breach. This includes measures to mitigate its possible adverse effects.
- Contact information of a contact point where more information can be obtained.

Investigation and Resolution

DocuPal Demo, LLC will conduct a thorough investigation of any security incident that leads to a personal data breach. This investigation will aim to identify the root cause of the breach. It will also identify any preventative measures that can be implemented to avoid similar incidents in the future. DocuPal Demo, LLC will fully cooperate with ACME-1 in the investigation and resolution of any data breach.

Ongoing Communication

DocuPal Demo, LLC will provide ACME-1 with regular updates on the status of the investigation and the measures being taken to address the breach. We will document the breach, its effects and the remedial action taken.

Audit and Compliance Monitoring

ACME-1 retains the right to audit Docupal Demo, LLC's compliance with this Data Processing Agreement. ACME-1 may conduct these audits themselves or appoint a qualified third-party auditor to act on their behalf.

Audit Scope and Access

To verify compliance with the terms outlined in this DPA, Docupal Demo, LLC will grant ACME-1 or its appointed auditor access to relevant records, facilities, and personnel. This access will be limited to what is reasonably necessary to assess Docupal Demo, LLC's adherence to its obligations under this agreement.



Audit Frequency

Audits will be performed at least annually. ACME-1 may also conduct more frequent audits if required by applicable law or if ACME-1 deems it necessary due to specific concerns or incidents.

Cooperation

Docupal Demo, LLC will fully cooperate with ACME-1 or its appointed auditor during any audit. This includes providing timely access to information and personnel, as well as responding to reasonable inquiries.

Data Return and Deletion

DocuPal Demo, LLC will return or delete personal data processed on behalf of ACME-1 upon termination of the service agreement or as otherwise instructed by ACME-1. This ensures ACME-1 maintains control over their data.

Data Return Process

Upon request, DocuPal Demo, LLC will provide ACME-1 with a copy of the personal data in a commonly used and machine-readable format. The exact format will be mutually agreed upon to ensure compatibility. We will complete the data return within a reasonable timeframe.

Data Deletion Process

DocuPal Demo, LLC will securely delete personal data according to industry best practices. Secure data wiping methods will be used to overwrite data, preventing recovery. Physical destruction will be used for storage media that cannot be reliably wiped.

Backup Data

All backup copies of personal data will be treated with the same level of security as production data. This includes secure deletion processes. Backups will be deleted according to our standard data retention policies, or as instructed by ACME-1.



Liability and Indemnification

Each party is responsible for its own violations of this Data Processing Agreement (DPA). Liability will be determined by applicable law.

Limitations of Liability

DocuPal Demo, LLC's total liability for any claims related to this DPA will not exceed the total amount ACME-1 paid to DocuPal Demo, LLC under the relevant service agreement.

Indemnification

Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party (the "Indemnified Party"), its affiliates, and their respective officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim:

- Alleging that the Indemnifying Party's breach of this DPA has caused the third party damage;
- Relating to the Indemnifying Party's unlawful processing of personal data.

Consequential Damages

Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this DPA, even if advised of the possibility of such damages. This limitation does not apply to damages resulting from a party's gross negligence or willful misconduct.

Governing Law and Dispute Resolution

This Data Processing Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles.

Dispute Resolution

Any dispute arising from or relating to this DPA will be resolved as follows:



1. **Negotiation:** The parties will first attempt to resolve the dispute through good-faith negotiation.
2. **Mediation:** If negotiation fails, the parties will attempt to resolve the dispute through mediation, administered by a mutually agreed-upon mediator.
3. **Arbitration:** If mediation fails, any unresolved dispute will be settled by binding arbitration administered by a neutral arbitrator in accordance with the rules of the American Arbitration Association. The arbitration will take place in Delaware, unless otherwise agreed. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

Miscellaneous Provisions

Amendments

This Data Processing Agreement may be amended only by a written instrument signed by duly authorized representatives of both Data Controller and Data Processor. Any changes or modifications to this DPA must be agreed upon in writing to be effective.

Assignment

Neither party may assign its rights or obligations under this Data Processing Agreement without the prior written consent of the other party. Any attempted assignment without such consent will be void. This ensures both parties maintain control over their respective responsibilities and protections afforded by this DPA.

Severability

If any provision of this Data Processing Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this DPA will continue in full force and effect. The parties will negotiate in good faith to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that achieves the original intent of the parties as closely as possible.



Entire Agreement

This Data Processing Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

