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Introduction and Definitions

This Data Protection Agreement (DPA) clarifies the responsibilities of Acme, Inc. ("ACME-1"), as the Data Controller, and Docupal Demo, LLC, as the Data Processor, regarding the processing of personal data. This agreement ensures both parties comply with relevant data protection laws and regulations.

Purpose

This DPA outlines our commitments for protecting personal data, including data security measures, breach notification procedures, and adherence to data protection principles.

Definitions

For the purposes of this Data Protection Agreement, the following terms have the meanings set out below:

- **Personal Data:** Any information relating to an identified or identifiable natural person.
- **Data Controller:** The entity that determines the purposes and means of the processing of personal data. For this agreement, the Data Controller is Acme, Inc.
- **Data Processor:** The entity that processes personal data on behalf of the Data Controller. For this agreement, the Data Processor is Docupal Demo, LLC.
- **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, storage, use, disclosure, or deletion.
- **Data Breach:** A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data.
- **Subprocessor:** Any third party engaged by the Data Processor to process personal data on behalf of the Data Controller.
- **Supervisory Authority:** An independent public authority that is established by a member state pursuant to the GDPR.

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Scope and Applicability

This Data Protection Agreement (DPA) establishes the obligations of Acme, Inc ("ACME-1"), as Data Controller, and Docupal Demo, LLC, as Data Processor. It governs the processing of Personal Data, as defined herein, by Docupal Demo, LLC on behalf of ACME-1.

Data Processing Activities

This DPA applies to all processing activities undertaken by Docupal Demo, LLC involving Personal Data provided by ACME-1. These activities include, but are not limited to: collection, storage, retrieval, use, disclosure, adaptation, alteration, erasure, and destruction of Personal Data.

Jurisdictional Scope

This DPA applies to the processing of Personal Data originating from or processed within the United States, the European Economic Area (EEA), and any other jurisdiction where the relevant Personal Data originates or is processed. It is intended to ensure compliance with all applicable data protection laws and regulations in these jurisdictions.

Parties Bound

This DPA is binding on ACME-1 and Docupal Demo, LLC, including their respective employees, agents, and subcontractors involved in the processing of Personal Data. Both parties are responsible for ensuring that their activities under this agreement comply with its terms.

Roles and Responsibilities

Data Controller (Acme, Inc) Responsibilities

ACME-1, as the data controller, determines the purposes and means of the processing of personal data. ACME-1 will provide Docupal Demo, LLC with documented instructions for all personal data processing activities. ACME-1 is responsible for ensuring these instructions comply with applicable data protection

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laws. ACME-1 will conduct audits of Docupal Demo, LLC to verify the implementation of appropriate technical and organizational measures. ACME-1 must also ensure data subjects can exercise their rights.

Data Processor (Docupal Demo, LLC) Responsibilities

Docupal Demo, LLC, as the data processor, will process personal data only on documented instructions from ACME-1. Docupal Demo, LLC will implement and maintain appropriate technical and organizational measures to protect personal data. Docupal Demo, LLC ensures that all personnel authorized to process personal data have committed to confidentiality. Docupal Demo, LLC will assist ACME-1 in complying with its obligations regarding data subject rights, including providing information and support as needed. Docupal Demo, LLC shall notify ACME-1 without undue delay after becoming aware of a personal data breach.

Cooperation with Data Protection Authorities

Both ACME-1 and Docupal Demo, LLC will cooperate fully with any supervisory authority. This includes providing any information requested by a supervisory authority that is relevant to the processing of personal data under this DPA. Each party will designate a data protection officer (DPO) or equivalent point of contact responsible for data protection matters. Each party will maintain records of processing activities under its responsibility, as required by applicable data protection laws.

Data Security Measures

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

Security Standards

We maintain minimum security standards including:

- Data encryption both in transit and at rest.
- Role-based access controls to personal data.

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- Regular security assessments and vulnerability scanning.
- Mandatory employee training on data protection and security best practices.

Access Control

Access to personal data is strictly controlled. We use role-based access controls to ensure that only authorized personnel have access to specific data sets. Multi-factor authentication is required for all users accessing systems containing personal data. Access rights are regularly reviewed and updated.

Incident and Breach Response

Docupal Demo, LLC has implemented a comprehensive data breach response plan. This plan includes procedures for:

- Identifying and assessing potential data breaches.
- Notifying Acme, Inc without undue delay upon discovery of a breach.
- Taking immediate steps to contain and mitigate the impact of any breach.
- Cooperating fully with Acme, Inc in investigating and remediating the breach.
- Maintaining records of all data breaches and the actions taken in response.

We will provide Acme, Inc with all necessary information regarding a data breach, including the nature of the breach, the categories and number of data subjects affected, and the measures taken to address the breach. We will also provide reasonable assistance to Acme, Inc in fulfilling its obligations under applicable data protection laws, including its obligation to notify data protection authorities and affected data subjects.

Data Subject Rights

Docupal Demo, LLC recognizes that data subjects have specific rights regarding their personal data. These rights include the right to access, rectify, erase, restrict processing, and port their data.

Communication of Data Subject Requests

Docupal Demo, LLC will promptly notify ACME-1 if it receives a request from a data subject. This notification will include details of the request. This ensures ACME-1, as the data controller, is fully informed.

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Assistance with Data Subject Requests

Docupal Demo, LLC will assist ACME-1 in fulfilling these requests. This assistance will include providing relevant information. It also includes any actions Docupal Demo, LLC takes in response to the request.

Timelines for Processing

Docupal Demo, LLC will work to ensure data subject requests are addressed within the timelines required by applicable data protection laws. Typically, this means responding within 30 days, unless otherwise specified by law. Docupal Demo, LLC's cooperation will enable ACME-1 to meet its obligations under data protection laws. This includes GDPR, CCPA, and other relevant legislation.

Breach Notification Procedure

Docupal Demo, LLC will handle personal data breaches according to this procedure. This ensures timely reporting and mitigation, protecting ACME-1's data.

Data Breach Definition

A data breach is any security incident leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to personal data.

Notification Timeline

Docupal Demo, LLC will notify ACME-1 without undue delay. Where feasible, notification will occur no later than 72 hours after becoming aware of the breach.

Notification Content

The notification to ACME-1 will include:

- The nature of the personal data breach.
- The categories and approximate number of data subjects concerned.
- The contact details of Docupal Demo, LLC's data protection officer or other contact point.
- The likely consequences of the personal data breach.

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- The measures taken or proposed to be taken to address the breach, including measures to mitigate its possible adverse effects.

Responsibilities

Docupal Demo, LLC is responsible for:

- Detecting and assessing potential data breaches.
- Taking immediate steps to contain and mitigate the breach.
- Notifying ACME-1 of any data breach that affects their personal data.
- Cooperating with ACME-1 in investigating the breach and implementing remediation measures.
- Maintaining documentation of all data breaches, including their causes, effects, and remedial actions taken.

ACME-1 is responsible for:

- Evaluating the information provided by Docupal Demo, LLC.
- Determining whether to notify the relevant data protection authorities and affected data subjects.
- Providing guidance and support to Docupal Demo, LLC in responding to the breach.

Communication Protocol

All breach notifications will be communicated to ACME-1's designated contact person via email and phone. A written record of all communications will be maintained.

Data Transfers and Third Parties

International Data Transfers

Docupal Demo, LLC will only transfer personal data to countries recognized as providing an adequate level of data protection under applicable law. If a transfer to a country lacking such recognition is necessary, we will implement appropriate safeguards. These safeguards may include standard contractual clauses approved by relevant authorities.

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Subprocessors and Third-Party Access

Docupal Demo, LLC may engage subprocessors to process personal data on behalf of ACME-1. Before engaging any subprocessor, we will conduct thorough due diligence. This ensures the subprocessor can provide sufficient guarantees to implement appropriate technical and organizational measures that meet the requirements of applicable data protection laws.

We will obtain ACME-1's prior written consent before engaging any new subprocessor. Our data processing agreements with subprocessors will include data protection obligations. These obligations will be no less protective than those outlined in this Data Protection Agreement.

Any third party accessing personal data will be subject to contractual controls. These controls will ensure the third party adheres to data protection obligations. These obligations will be no less protective than those outlined in this Data Protection Agreement. These controls will be implemented through a data processing agreement.

Retention and Deletion of Data

DocuPal Demo, LLC will retain personal data only for as long as necessary to fulfill the specified purposes of processing. This includes the duration of the agreement with ACME-1 and any additional period required by applicable law.

Data Retention Period

The specific retention periods for different categories of personal data will be determined based on the purpose of processing and legal requirements. ACME-1 will be informed of these retention periods.

Data Deletion and Return

Upon termination or expiration of this Data Protection Agreement, DocuPal Demo, LLC will, at the choice of ACME-1, securely delete or return all personal data to ACME-1. This will be done in accordance with ACME-1's documented instructions. DocuPal Demo, LLC will provide written confirmation that the data has been deleted or returned.

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Exceptions

Notwithstanding the above, DocuPal Demo, LLC may retain personal data for a longer period if required to comply with legal obligations or for legitimate audit purposes. In such cases, DocuPal Demo, LLC will ensure the data is kept secure and only processed for the specific purpose of the retention.

Audit and Inspection Rights

ACME-1 has the right to audit Docupal Demo, LLC's compliance with this Data Protection Agreement. This includes conducting inspections to verify that Docupal Demo, LLC is meeting its obligations.

Scope and Frequency

ACME-1 may perform these audits and inspections at least once per year. More frequent audits may be necessary if required by law or in the event of a data breach affecting personal data. The scope of these audits will be limited to assessing Docupal Demo, LLC's adherence to the data protection requirements outlined in this agreement.

Confidentiality

To protect the confidentiality of Docupal Demo, LLC's information, ACME-1 will ensure that all personnel involved in the audit sign confidentiality agreements. Access to sensitive information will be restricted to authorized personnel only. ACME-1 will take measures to prevent the disclosure of Docupal Demo, LLC's confidential information to any third party.

Termination and Consequences

This Data Protection Agreement will terminate upon the occurrence of any of the following events: a material breach of this agreement by either party, the termination of the underlying service agreement between ACME-1 and Docupal Demo, LLC, or if termination is required by applicable law.

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Obligations Upon Termination

Upon termination of this DPA, certain obligations will survive, including those relating to data confidentiality, data security, and data deletion.

Data Handling

Following termination, Docupal Demo, LLC will either securely delete all personal data of ACME-1, or return it to ACME-1, depending on ACME-1's written instructions. This must be completed in a reasonable timeframe following the date of termination. Docupal Demo, LLC will provide ACME-1 with written confirmation that all personal data has been deleted or returned, as applicable.

Miscellaneous Provisions

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

Dispute Resolution

ACME-1 and Docupal Demo, LLC will first attempt to resolve any disputes arising under this DPA through good faith negotiation. If negotiation fails, the parties agree to attempt mediation. If mediation is unsuccessful, the dispute will be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.

Amendments

Any changes to this DPA must be made in writing and signed by authorized representatives of both ACME-1 and Docupal Demo, LLC.

Severability

If any provision of this DPA is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

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Entire Agreement

This DPA constitutes the entire agreement between ACME-1 and Docupal Demo, LLC regarding the subject matter, superseding all prior or contemporaneous communications and proposals, whether electronic, oral, or written.

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