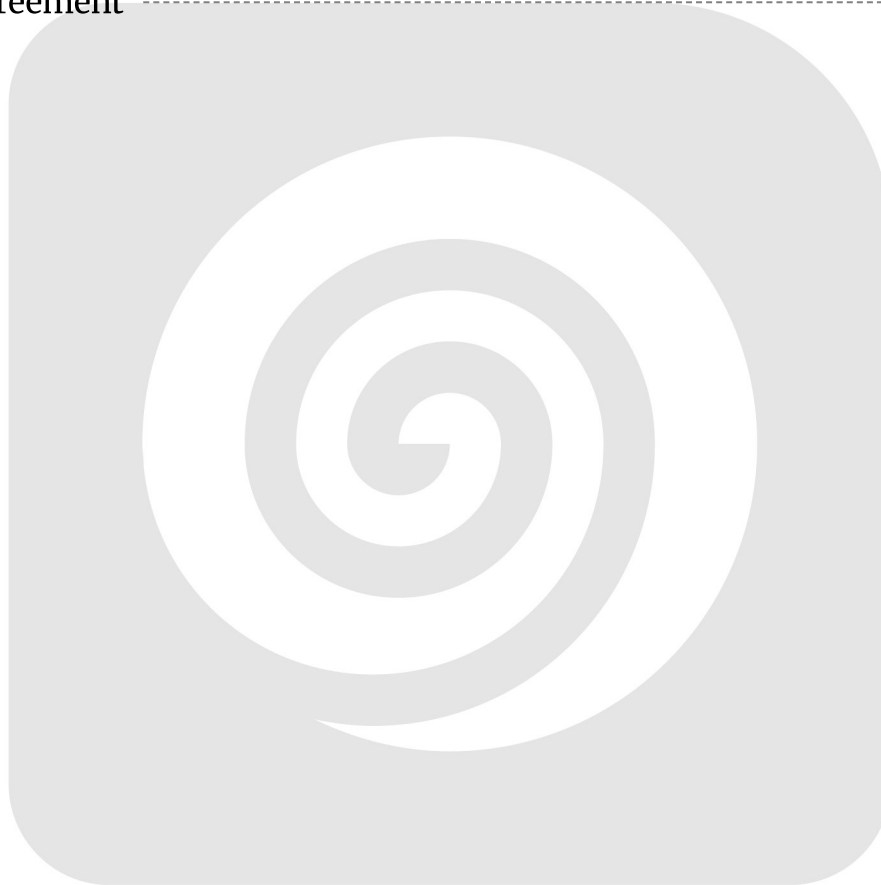


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Introduction

This Data Processing Agreement (the "Agreement") is made and entered into as of 2025-08-09 by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA ("Data Processor"), and Acme, Inc, with address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Data Controller").

Purpose

This Agreement outlines the responsibilities and requirements of DocuPal Demo, LLC as a data processor, when processing personal data on behalf of Acme, Inc. This agreement is established to ensure compliance with the General Data Protection Regulation (GDPR), and other applicable data protection laws. It details obligations related to the processing of personal data.

Definitions

For the purposes of this Processing Agreement, the following terms shall have the meanings set forth below:

Key Definitions

- **Personal Data:** Means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **Data Controller:** Means ACME-1, the entity which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.
- **Data Processor:** Means Docupal Demo, LLC, the entity which processes Personal Data on behalf of the Data Controller.
- **Data Subject:** The identified or identifiable natural person to whom Personal Data relates.



- **Processing:** Means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Scope of Processing

This section details the scope of data processing DocuPal Demo, LLC will perform on behalf of ACME-1.

Processing Activities

DocuPal Demo, LLC will perform the following processing activities: data storage, data retrieval, data analysis, and data reporting. These activities are essential for providing the data processing services as outlined in the main service agreement between DocuPal Demo, LLC and ACME-1.

Nature and Purpose of Processing

The nature of the processing is to manage and analyze data to support ACME-1's business operations. The purpose of this processing is to deliver the data processing services as specified in the main service agreement.

Duration of Processing

The data processing will occur for the duration of the main service agreement between DocuPal Demo, LLC and ACME-1. Following the termination of the main service agreement, processing will continue only as long as necessary to facilitate data return or deletion, according to the terms of this agreement and the main service agreement.

Types of Personal Data

The personal data processed will include: names, email addresses, phone numbers, and job titles. This data will be processed only to the extent necessary for the stated purpose.



Obligations of the Data Processor

DocuPal Demo, LLC, as the Data Processor, is obligated to process personal data only on behalf of and according to the documented instructions of ACME-1, the Data Controller. If DocuPal Demo, LLC is required to process personal data by Union or Member State law to which it is subject, DocuPal Demo, LLC must inform ACME-1 of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

Confidentiality

All personal data processed under this agreement must be treated as strictly confidential. Access to personal data is limited to authorized personnel within DocuPal Demo, LLC who have a demonstrable "need to know" in order to fulfill the processing purposes outlined in this agreement. DocuPal Demo, LLC shall ensure that all individuals authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

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 of, or access. These measures shall be appropriate to the risk presented by the processing, taking into account the nature, scope, context, and purposes of the processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. Specific security measures are detailed in **Annex A**.

Assistance to the Data Controller

DocuPal Demo, LLC will provide reasonable assistance to ACME-1 in fulfilling its obligations under applicable data protection laws. This includes, but is not limited to:

- Implementing appropriate technical and organizational measures to assist ACME-1 in responding to requests from data subjects exercising their rights under data protection laws (e.g., access, rectification, erasure, restriction, data portability).

- Assisting ACME-1 in conducting data protection impact assessments (DPIAs) where necessary.
- Cooperating with ACME-1 and providing information necessary to demonstrate compliance with its obligations under applicable data protection laws.

Obligations of the Data Controller

ACME-1, as the Data Controller, is responsible for defining the scope and purpose of all data processing carried out by DocuPal Demo, LLC. ACME-1 must provide documented instructions to DocuPal Demo, LLC for processing Personal Data. These instructions must be provided in writing and in a timely fashion.

Lawfulness of Processing

ACME-1 is responsible for ensuring a lawful basis exists for processing Personal Data. This includes providing appropriate notice to data subjects regarding the collection and use of their personal data, as required by applicable data protection laws. ACME-1 warrants that its instructions and actions with regard to Personal Data comply with all applicable laws, rules, and regulations.

Oversight and Compliance

ACME-1 will oversee DocuPal Demo, LLC's processing activities. This oversight ensures DocuPal Demo, LLC complies with the terms of this Agreement and applicable data protection laws. ACME-1 retains the right to verify DocuPal Demo, LLC's compliance through audits and assessments, as detailed elsewhere in this Agreement.

Sub-processing

Docupal Demo, LLC may engage sub-processors to process personal data on behalf of ACME-1, subject to the conditions outlined below.



Approval Process

Docupal Demo, LLC will obtain ACME-1's prior written consent before engaging any sub-processor. This approval must be obtained from ACME-1's Data Protection Officer.

Sub-processor Obligations

Docupal Demo, LLC will ensure that any sub-processor it engages is subject to the same data protection obligations as those outlined in this Agreement. This includes, but is not limited to, maintaining the confidentiality and security of personal data, and complying with applicable data protection laws. Docupal Demo, LLC remains liable to ACME-1 for the sub-processor's compliance with these obligations.

Data Security Measures

DocuPal Demo, LLC will implement and maintain appropriate technical and organizational security measures to protect personal data. These measures are designed to ensure a level of security appropriate to the risk involved in processing personal data.

Security Controls

DocuPal Demo, LLC will implement several security controls, including data encryption both in transit and at rest. Access to personal data will be strictly controlled, granted only to authorized personnel. Regular security assessments will be conducted to identify and address potential vulnerabilities. DocuPal Demo, LLC will also provide comprehensive security training to its employees to ensure they understand and adhere to security protocols.

These security controls are essential for mitigating risks associated with data processing. By implementing these measures, DocuPal Demo, LLC aims to maintain the confidentiality, integrity, and availability of personal data. Furthermore, DocuPal Demo, LLC will maintain a data breach response plan to effectively manage and mitigate the impact of any security incidents.

The effectiveness of security controls in protecting personal data can be visualized. Encryption ensures data is unreadable to unauthorized parties, access controls limit who can view or modify data, security assessments identify vulnerabilities, and



employee training ensures staff understand and follow security procedures. The overlapping nature of these controls provides a layered defense, enhancing overall data protection. As depicted in the area chart, each control contributes significantly, with Encryption and Access Controls providing robust initial protection, while ongoing Security Assessments and Employee Training maintain and improve security posture over time.

Risk Mitigation

DocuPal Demo, LLC proactively identifies and mitigates risks to personal data. Risk assessments are regularly conducted to evaluate the potential threats and vulnerabilities. The results of these assessments inform the implementation of appropriate security measures. DocuPal Demo, LLC also maintains and regularly updates a data breach response plan. This plan outlines the steps to be taken in the event of a security incident, including notification procedures and mitigation strategies.

Compliance and Certifications

DocuPal Demo, LLC maintains compliance with industry-standard security frameworks. DocuPal Demo, LLC is certified to ISO 27001, demonstrating its commitment to maintaining a robust security management system. This certification validates that DocuPal Demo, LLC has implemented comprehensive security controls and processes to protect personal data.

Data Subject Rights

DocuPal Demo, LLC acknowledges that data subjects have certain rights regarding their personal data. ACME-1 retains primary responsibility for facilitating these rights. DocuPal Demo, LLC will provide reasonable assistance to ACME-1 to enable them to fulfill these obligations.

Access Requests

If DocuPal Demo, LLC receives a request from a data subject to access their personal data, DocuPal Demo, LLC will promptly forward the request to ACME-1. This will be done within three business days of receipt. ACME-1 is responsible for responding to the data subject and providing them with the necessary information.



Rectification and Erasure

For requests related to rectification (correction) or erasure (deletion) of personal data, ACME-1 will provide DocuPal Demo, LLC with specific instructions. DocuPal Demo, LLC will then carry out these instructions within a reasonable timeframe. This ensures that any changes or deletions are performed accurately and in accordance with ACME-1's policies and legal requirements.

Notification of Data Breach

DocuPal Demo, LLC will notify ACME-1 without undue delay upon becoming aware of a personal data breach. The notification timeframe is 24 hours from discovery of the breach.

Required Information

The notification will include, at a minimum:

- The nature of the personal data breach.
- The categories and approximate number of data subjects concerned.
- The categories and approximate number of personal data records affected.
- The likely consequences of the breach.
- The measures taken to address the breach, including measures to mitigate its possible adverse effects.

Breach Management

ACME-1 will manage communication with any relevant supervisory authorities regarding the breach. DocuPal Demo, LLC will reasonably cooperate with ACME-1 in this process and provide any information reasonably requested.

Audit and Inspection Rights

ACME-1 retains the right to audit Docupal Demo, LLC's processing of personal data. These audits can occur annually. Audits may also occur more frequently if required by law or a regulatory authority. Docupal Demo, LLC will supply records of processing activities, security assessments, and compliance reports related to ACME-1's data.



Inspection Protocol

ACME-1 may conduct inspections of Docupal Demo, LLC's facilities. ACME-1 will provide reasonable notice before any inspection. Inspections will take place during normal business hours. All inspections are subject to confidentiality obligations to protect Docupal Demo, LLC's other clients and internal data.

Term and Termination

This Agreement will remain in effect for the term of the main service agreement between DocuPal Demo, LLC and ACME-1.

Termination

This Agreement may be terminated under the following circumstances:

- **Material Breach:** Either party may terminate this Agreement if the other party materially breaches any provision of this Agreement, and such breach remains uncured for thirty (30) days after written notice is provided to the breaching party.
- **Termination of Main Agreement:** If the main service agreement between DocuPal Demo, LLC and ACME-1 is terminated, this Agreement will automatically terminate.
- **Legal Requirement:** Either party may terminate this Agreement if required to do so by law.

Data Handling Upon Termination

Upon termination of this Agreement, DocuPal Demo, LLC will, at the direction of ACME-1, either return all personal data to ACME-1 or securely delete all personal data in its possession or control. DocuPal Demo, LLC will provide written certification of such deletion upon request by ACME-1.



Liability and Indemnification

Liability Limitation

DocuPal Demo, LLC's liability under this Processing Agreement is limited to the extent permitted by applicable law.

Indemnification

Indemnification claims related to this Processing Agreement will be handled according to the indemnification clause outlined in the main service agreement between DocuPal Demo, LLC and ACME-1.

Dispute Resolution

Any disputes arising from this Processing Agreement will be resolved through negotiation, followed by mediation, and if necessary, binding arbitration.

Governing Law and Jurisdiction

This Processing Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement will be resolved through binding arbitration in Wilmington, Delaware. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on both parties.

Miscellaneous Provisions

Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument signed by duly authorized representatives of both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the written instrument.



Notices

All notices and other communications under this Agreement must be in writing and will be considered duly given when sent by email to the designated contacts for each party.

Entire Agreement

This Agreement constitutes the entire agreement between DocuPal Demo, LLC and ACME-1 concerning the subject matter, superseding all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties.

