

DATA PROCESSING AGREEMENT

(DPA)

Effective Date: [DATE]

Between: SoftSkills Rewired, LLC ("Processor")
AND [CUSTOMER NAME] ("Controller")

1. Background

The Customer has engaged the Processor to provide workplace behavioral analytics services. This DPA governs the processing of Personal Data in connection with the Services.

2. Definitions

- **"Personal Data"**: Information relating to an identified or identifiable natural person.
- **"Data Subject"**: The individual to whom Personal Data relates (Customer's employees).
- **"Processing"**: Operations performed on Personal Data (collection, storage, analysis, deletion).

3. Scope of Processing

- **Subject Matter**: Workplace behavioral analytics for team health monitoring.
- **Data Categories**: Email timestamps, calendar event times, meeting counts, task timestamps, user identifiers (name, email).
- **Excluded Data**: Processor explicitly does **NOT** process email content, subject lines, chat content, document contents, biometric data, or location data.

4. Processor Obligations

- **Instructions**: Process Personal Data only on documented instructions from the Controller.
- **Confidentiality**: Ensure personnel are bound by confidentiality obligations.
- **Security**: Implement TLS 1.2+ encryption in transit, AES-256 at rest, role-based access, and daily backups.
- **Sub-processors**: Maintain a list of authorized Sub-processors (Exhibit A) and notify Controller of changes with 30 days' notice.
- **Breach Notification**: Notify Controller within 48 hours of becoming aware of a breach.

5. Controller Obligations

- **Lawful Basis**: Ensure a valid lawful basis exists for processing.
- **Notification**: Inform employees about CultureGuard and provide the Employee Notice.
- **Accuracy**: Ensure Personal Data provided is accurate.

6. Data Retention and Deletion

- **Raw Metadata:** Deleted within 48 hours of processing.
- **Aggregated Signals/Scores:** Retained for duration of Agreement + 30 days.
- **Termination:** Upon termination, Controller may request export (30 days); Processor will delete data within 60 days.

7. International Transfers

Data may be transferred to the United States. Safeguards include Standard Contractual Clauses (Exhibit B) and technical protection measures.

SIGNATURES

SoftSkills Rewired, LLC

[CUSTOMER NAME]

Name: Dharma Ramasamy

Title: Founder

Date: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Authorized Sub-processors

Sub-processor	Location	Service Provided
Microsoft Azure	United States	Cloud hosting, database
Supabase	United States	Authentication
SendGrid (Twilio)	United States	Email delivery

EXHIBIT B

Standard Contractual Clauses

Note: Standard Contractual Clauses (SCCs) would be attached here as required by applicable data protection regulations for international data transfers. The appropriate SCC template should be obtained from the relevant regulatory authority (e.g., EU Commission SCCs for GDPR compliance).