



DataPilot.ai **Data Processing Agreement (DPA)**

Effective Date: October 1, 2024

This Data Processing Agreement (“DPA”) is entered into between DataPilot.ai (“Processor”) and [Customer Name] (“Controller”), collectively referred to as the “Parties.” This DPA supplements the Terms of Service and governs the processing of personal data provided by the Controller to the Processor in connection with the use of DataPilot.ai’s AI-powered financial and operational benchmarking platform (“Service”).

1. Definitions

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

- **“Personal Data”** means any information relating to an identified or identifiable natural person, as defined under applicable data protection laws.
- **“Processing”** means any operation or set of operations performed on Personal Data, such as collection, storage, use, disclosure, and deletion.
- **“Data Controller”** or **“Controller”** means the entity that determines the purposes and means of processing Personal Data.
- **“Data Processor”** or **“Processor”** means the entity that processes Personal Data on behalf of the Data Controller.
- **“Sub-Processor”** means any third-party processor engaged by the Processor to process Personal Data on behalf of the Controller.

2. Purpose and Scope of Processing

The Processor agrees to process Personal Data on behalf of the Controller solely for the purpose of providing the Service as described in the Terms of Service. The scope of the processing will include collecting, storing, analyzing, and using Personal Data as necessary to generate financial and operational benchmarking insights for the Controller.

3. Data Categories and Subjects

a. Types of Personal Data:

The types of Personal Data processed by the Processor may include, but are not limited to:

- Contact information (e.g., name, email address)
- Business-related financial and operational data
- Usage data (e.g., IP addresses, browser types)

b. Categories of Data Subjects:

The categories of data subjects include:

- The Controller's employees, contractors, customers, and partners whose data is provided to the Processor in connection with the use of the Service.

4. Processor Obligations

The Processor agrees to:

- **Process Data as Instructed:** Process Personal Data only on documented instructions from the Controller, including with regard to transfers of Personal Data to a third country or international organization, unless required by law.
 - **Confidentiality:** Ensure that all personnel authorized to process Personal Data are subject to appropriate confidentiality obligations.
 - **Security Measures:** Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
 - **Sub-Processing:** Not engage any Sub-Processor without prior written authorization from the Controller. When engaging Sub-Processors, the Processor shall ensure that such Sub-Processors comply with the terms of this DPA and applicable data protection laws.
 - **Assistance:** Assist the Controller in responding to data subjects' rights requests and in ensuring compliance with obligations under data protection laws, including data security, breach notifications, impact assessments, and consultations with regulatory authorities.
 - **Data Breach Notification:** Notify the Controller without undue delay if it becomes aware of any Personal Data breach.
 - **Deletion or Return of Data:** Upon termination of the Agreement, the Processor will, at the choice of the Controller, either delete or return all Personal Data processed under this DPA, unless further storage is required by law.

5. Controller Obligations

The Controller agrees to:

- **Lawful Processing:** Ensure that all Personal Data provided to the Processor has been collected in compliance with applicable data protection laws and that all necessary consents have been obtained.
 - **Instructions:** Provide clear and lawful instructions to the Processor regarding the processing of Personal Data.
 - **Data Accuracy:** Ensure that the Personal Data provided to the Processor is accurate, complete, and up-to-date.

6. Sub-Processors

The Processor may engage Sub-Processors to process Personal Data on behalf of the Controller. The Processor will enter into a written agreement with each Sub-Processor that imposes obligations no less protective than those imposed by this DPA. A list of current Sub-Processors can be made available upon request.

The Controller may object to the engagement of a new Sub-Processor by providing written notice within [insert number of days] days of receiving notice from the Processor. If the Controller objects, the Processor will work in good faith to resolve the objection, and if unresolved, the Controller may terminate the relevant services that require the use of the Sub-Processor.

7. Security Measures

The Processor agrees to implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks associated with the processing of Personal Data, including but not limited to:

- **Encryption:** Data in transit and at rest should be encrypted using industry-standard encryption protocols.
- **Access Control:** Ensure that access to Personal Data is restricted to authorized personnel only.
- **Regular Audits:** Conduct regular security assessments to ensure compliance with security standards.

8. International Data Transfers

If the Processor processes Personal Data outside of the European Economic Area (EEA) or other applicable jurisdictions, such transfers will be governed by appropriate safeguards, including Standard Contractual Clauses (SCCs) or other legal mechanisms, in compliance with applicable data protection laws.

9. Data Subject Rights

The Processor shall assist the Controller in responding to requests from data subjects exercising their rights under applicable data protection laws, including:

- Right to access
- Right to rectification
- Right to erasure (right to be forgotten)
- Right to restriction of processing
- Right to data portability
- Right to object

If the Processor receives a request directly from a data subject, it will promptly inform the Controller and will not respond to the request unless instructed by the Controller.

10. Data Breach Notification

In the event of a Personal Data breach, the Processor will notify the Controller without undue delay and provide the following information where possible:

- The nature of the breach
- The categories and approximate number of data subjects and records concerned
- The likely consequences of the breach
- The measures taken or proposed to address the breach

The Processor will cooperate with the Controller in investigating, mitigating, and resolving the breach as required by applicable law.

11. Audits

Upon the Controller's request, the Processor shall provide relevant documentation to demonstrate compliance with this DPA. The Controller may, at its own expense, conduct audits or inspections of the Processor's facilities and data protection practices, provided such audits are limited to once per year unless there is reasonable suspicion of non-compliance. Any audit must be conducted during regular business hours and with prior notice.

12. Limitation of Liability

The liability of each Party under this DPA shall be subject to the limitations of liability set forth in the Terms of Service. However, nothing in this DPA limits a Party's liability for damages resulting from its breach of data protection laws or obligations under this DPA.

13. Duration and Termination

This DPA will remain in effect for as long as the Processor processes Personal Data on behalf of the Controller under the Terms of Service. Upon termination of the Terms of Service, the Processor will delete or return all Personal Data, as instructed by the Controller, unless further retention is required by applicable law.

14. Governing Law and Jurisdiction



DATAPILOT.AI

This DPA shall be governed by and construed in accordance with the laws of [Insert Jurisdiction], and any disputes arising out of or in connection with this DPA shall be subject to the exclusive jurisdiction of the courts of [Insert Jurisdiction].

15. Contact Information

For any questions regarding this DPA, please contact us at:

Email: legal@datapilot.ai

Address: 10845 Griffith Peak Drive, 2nd Floor, Las Vegas, NV 89135, US