Data Processing Agreement — InboxPilot, Inc.

This Data Processing Agreement ("**Agreement**") forms part of the **InboxPilot Terms of Service** ("**Principal Agreement**") between _____ (the "**Controller**" or "**Customer**") and **InboxPilot, Inc.** (the "**Processor**") (together the "**Parties**").
In the event of a conflict between this Agreement and the provisions of the Principal Agreement or any related agreements, **the terms of this Agreement shall prevail** with respect to the processing of personal data.

WHEREAS
(A) The Controller uses the InboxPilot AI-powered email automation platform (the "**Services**") under the Principal Agreement.
(B) The Controller acts as a data controller with respect to personal data processed via the Services.
(C) The Parties seek to implement a data processing agreement that complies with **Applicable Data Protection Laws** (as defined below).
(D) The Parties wish to lay down their rights and obligations in relation to such processing.
IT IS AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 Capitalized terms have the meaning given in the Principal Agreement or Applicable Data Protection Laws.
1.2 "**Controller Personal Data**" means any personal data processed by Processor on behalf of Controller under the Services.
1.3 "**Applicable Data Protection Laws**" means GDPR, CCPA/CPRA, and other applicable privacy laws.

2. SCOPE AND DURATION

2.1 This DPA applies to all Controller Personal Data processed under the Main Agreement.
2.2 This DPA terminates automatically upon termination of the Main Agreement.

3. PROCESSING INSTRUCTIONS

3.1 Processor shall process Controller Personal Data **only** on Customer's documented instructions (including the Main Agreement and this DPA), unless required by law.

3.2 **Permitted Processing Activities**

Purpose	Data Subjects	Personal Data	Retention
Generate AI email responses	Email recipients, support contacts	Names, email addresses, message content, IDs	Subscription term + 30 days
Train custom AI models	Users uploading data	FAQs, documents, sample emails	Until deletion or termination
Website chatbot	Site visitors	Chat logs, IP, browser	90 days (logs)
Aggregated analytics	All users	Anonymized usage data	Indefitable

4. DATA SUBJECT RIGHTS & COOPERATION

4.1 Processor shall assist Customer (by appropriate technical/organizational measures) in responding to data subject requests.

4.2 Processor shall forward any data subject request received directly to Customer **without undue delay** and shall not respond except on Customer's instruction.

5. SECURITY OF PROCESSING

5.1 Processor implements and maintains the measures in **Annex II**.

5.2 All personnel processing Controller Personal Data are subject to confidentiality obligations.

6. SUB-PROCESSORS

6.1 Customer grants **general authorization** to engage Sub-processors listed in **Annex I**.

6.2 Processor shall inform Customer of any new Sub-processor **30 days in advance** via email. Customer may object on reasonable data protection grounds within **14 days**.

6.3 The processor remains fully liable for Sub-processor performance.

7. DATA BREACH

7.1 Processor shall notify Customer **within 24 hours** of becoming aware of a personal data breach, including all details required under GDPR Art. 33(3).

8. AUDITS & DPIA

8.1 Processor shall make available all information necessary to demonstrate GDPR Art. 28 compliance.

8.2 Customer may audit once per year with 30 days' notice, at Customer's cost (unless material non-compliance is found).

8.3 Processor may satisfy audits via SOC 2 Type II or equivalent certification.

9. INTERNATIONAL TRANSFERS

9.1 Data is processed in the **United States**.

9.2 The **Standard Contractual Clauses (Module 2: Controller to Processor)** in **Annex III** apply and are incorporated by reference.

SCC Choices:

Clause 7 (Docking): Applies

Clause 9(a): Option 2 – 30 days

Clause 17: Delaware law

Clause 18(b): New Castle County, Delaware courts

10. DELETION OR RETURN

10.1 Upon termination, Processor shall **delete** all Controller Personal Data within **30 days**, unless Customer requests return in a standard format.

10.2 Legal retention requirements override deletion.

11. CCPA

11.1 Processor is a **Service Provider**.

11.2 Processor shall not sell, share, retain, use, or disclose Controller Personal Data except to provide the Service.

12. LIABILITY

12.1 Liability is subject to Section 7 of the Main Agreement.

12.2 Each Party is liable for direct damages and GDPR fines attributable to its breach.

13. GOVERNING LAW

13.1 Governed by the laws of the **State of Delaware**, USA.

13.2 Exclusive jurisdiction: courts in **New Castle County, Delaware**.

14. EXECUTION & ADOPTION

14.1 This DPA is **automatically entered into** when Customer accepts the **InboxPilot Terms of Service**.

14.2 Continued use of the Service constitutes acceptance.

14.3 **No manual signature is required** for the DPA to be binding, but the Parties may execute this Agreement as follows:

IN WITNESS WHEREOF, the Parties have caused this DPA to be executed by their duly authorized representatives.

InboxPilot, Inc.

Signature:

Name:

Title:

Date:

Customer

Signature:

Name:

Title:

Date:

ANNEX I – SUB-PROCESSORS

Entity	Service	Location
Amazon Web Services, Inc.	Cloud hosting	USA
Google LLC	Gmail/Outlook OAuth	USA
Stripe, Inc.	Payments	USA
Zendesk, Inc.	Support tickets (optional)	USA

ANNEX II – SECURITY MEASURES

Encryption: AES-256 at rest; TLS 1.3 in transit
Access Control: MFA, RBAC, least privilege
Logging & Monitoring: Real-time alerts, 90-day audit logs
Backups: Daily encrypted backups, 30-day retention
Incident Response: <1 hour initial response, tested quarterly
Training: Annual security training for all staff

ANNEX III – STANDARD CONTRACTUAL CLAUSES

(Full text of EU SCCs Module 2 – Controller to Processor, per Commission Decision (EU) 2021/914 – attached on next pages or available at: https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj)