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Data Processing Agreement

COMPANY	Docree Demo Software Ltd
REGISTRATION	HE 000000
EFFECTIVE DATE	November 28, 2026
VERSION	v1.0

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SECTION 01

Definitions

1.1 This Data Processing Agreement (the “DPA”) supplements the Terms of Service and any order form between Docree Demo Cloud (the “Processor”) and the Customer (the “Controller”). Terms not defined have the meaning in the GDPR.

SECTION 02

Processing Scope

2.1 The Processor processes Customer Data on behalf of the Controller solely to provide the Service under the Terms of Service. The Controller determines the purposes and means of processing.

2.2 Categories of data subjects and personal data vary depending on what the Controller uploads to the Service. Typical categories include: employees, end-users, customers; identity data, contact data, usage data, and content.

SECTION 03

Processor Obligations

- Process Customer Data only on documented instructions from the Controller.
- Ensure persons authorized to process data are subject to confidentiality obligations.
- Implement appropriate technical and organizational measures for security.
- Assist the Controller in fulfilling data-subject requests and DPIAs.
- Make available information necessary to demonstrate compliance.
- Allow for and contribute to audits by the Controller or its mandated auditor.
- Delete or return all personal data at end of services, subject to retention obligations.

SECTION 04

Sub-Processors

4.1 The Controller provides general authorization for the Processor to engage the sub-processors listed on the Processor's website. The Processor will notify the Controller of intended changes and provide opportunity to object on reasonable grounds.

4.2 The Processor imposes on each sub-processor the same obligations as in this DPA through written contracts and remains fully liable for the sub-processor's performance.

SECTION 05

International Transfers

5.1 For transfers of personal data to countries outside the EEA/UK without an adequacy decision, the parties enter into the EU Standard Contractual Clauses (Module 2: Controller to Processor) or equivalent UK transfer mechanism, incorporated by reference into this DPA.

SECTION 06

Security Measures

- Encryption of data in transit (TLS 1.2+) and at rest (AES-256).
- SOC 2 Type II compliance or equivalent audited security program.
- Role-based access controls (RBAC) and principle of least privilege.
- Multi-factor authentication (MFA) for administrative access.
- Network segmentation, firewalls, and intrusion detection systems.
- Regular penetration testing and vulnerability management.
- Documented incident-response and business-continuity plans.
- Employee security training and background checks.

SECTION 07

Data Subject Rights

7.1 The Processor shall, taking into account the nature of the processing, assist the Controller by appropriate technical and organizational measures in responding to requests from data subjects exercising their rights under Chapter III of the GDPR.

SECTION 08

Breach Notification

8.1 The Processor shall notify the Controller without undue delay (and in any event within 48 hours) of becoming aware of a personal-data breach, providing:

- A description of the nature of the breach and affected data categories.
- Approximate number of data subjects and records concerned.
- Likely consequences of the breach.
- Measures taken or proposed to address the breach and mitigate effects.

SECTION 09

Audit & Termination

9.1 The Processor shall make available audit reports (SOC 2 Type II, ISO 27001) and, subject to reasonable notice and confidentiality, permit on-site audits no more than once per year.

9.2 On termination of services, the Processor shall, at the Controller's election, delete or return all personal data within 30 days, except where retention is required by law.

Document	Data Processing Agreement
Company	Docree Demo Software Ltd
Effective Date	November 28, 2026
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