

# Data Processing Agreement

This Data Processing Agreement ("Agreement") is made effective as of 21 Oct 2023, by and between Waypoint Tech Inc., a Delaware C Corporation with its primary place of business located at 1190 Ralston Drive Belmont, CA 94002, ("Processor"), and [Client's Name], a [Client's Legal Structure] with its primary place of business located at [Address], ("Controller").

## 1. Definitions and Interpretation

1.1 "Data Subject," "Personal Data," "Processing," and "Processor" shall have the meanings set forth in the GDPR.

1.2 "Services" refer to the bug analysis SaaS solution provided by Processor to Controller.

1.3 "Bug Reports" mean the reports analyzed by the Processor as part of the Services.

## 2. Data Processing

2.1 Processor shall only process Personal Data on behalf of and in accordance with Controller's written instructions.

2.2 Processor shall notify Controller without undue delay if, in its opinion, an instruction infringes Data Protection Laws.

## 3. Data Protection Impact Assessment

3.1 Processor shall provide reasonable assistance to Controller in carrying out any data protection impact assessment that is required under Data Protection Laws.

## 4. Subprocessing

4.1 Processor currently engages OpenAI as a subprocessor. Any addition or replacement of a subprocessor will be done with the prior written consent of Controller.

## 5. Security Measures

5.1 Processor will implement appropriate technical and organizational measures to ensure the confidentiality, integrity, availability, and resilience of the Processing systems.

## 6. Data Breach



6.1 Processor shall notify Controller without undue delay upon becoming aware of a Personal Data breach.

## **7. Data Transfers**

7.1 Processor shall not transfer Personal Data outside of the European Economic Area without the prior written consent of the Controller.

## **8. Audit and Compliance**

8.1 Processor shall make available to the Controller all information necessary to demonstrate compliance with this Agreement.

## **9. Termination**

9.1 Upon the termination of this Agreement, Processor shall either return or delete all Personal Data, as directed by the Controller.

## **10. Governing Law**

10.1 This Agreement is governed by the laws of the State of Delaware.

