

# Data Processing Agreement (DPA)

Inscrible — Template

2026-05-04

## Data Processing Agreement

**Version:** 1.0 (template, to be customized upon SaaS contract execution) **Date:** 2026-05-04

### 1. Parties

**Controller:** [Customer — full legal name, tax ID, registered address] **Processor:** Inscrible (Sky Visuals Piotr Strycharski) — address: [address], tax ID: [tax ID]

### 2. Subject of processing

The Processor processes personal data solely for the purpose of providing DLP (Data Loss Prevention) services for AI tools, consisting of:

- Detecting attempts to paste sensitive data (national IDs, payment cards, personal data) into AI tools used by Controller's employees
- Event logging (metadata: violation type, timestamp, content hash — **never raw text**)
- Providing an administrative dashboard with aggregated statistics

### 3. Duration

This agreement is in force for the entire duration of the SaaS service. Termination of the SaaS contract automatically terminates this Agreement.

### 4. Nature and purpose of processing

**Nature:** systematic, automated processing of security event metadata. **Purpose:** detecting and reporting violations of Controller's policies regarding AI tool usage.

### 5. Categories of personal data

The Processor processes only:

- User email address (login)
- Device identifier (deviceId hash)
- Event metadata: violated rule type, SHA-256 content hash, timestamp, AI domain name
- Activity logs (active/idle/away)

**The Processor does NOT store:** raw text typed by employees, message content, files, or any data allowing reconstruction of original content.

## 6. Categories of data subjects

Employees and other end-users of Controller's IT systems who use AI tools in their work environment.

## 7. Processor's obligations (Art. 28(3) GDPR)

The Processor undertakes to:

- a) Process data only on documented instructions from the Controller.
- b) Ensure that persons authorized to process data have committed themselves to confidentiality.
- c) Apply security measures required by Art. 32 GDPR.
- d) Not engage other processors without Controller's consent — the current list of sub-processors is published at <https://inscryble.com/trust>.
- e) Assist the Controller in fulfilling data subject rights.
- f) Assist the Controller in fulfilling obligations under Art. 32–36 GDPR.
- g) Upon termination of services, delete or return data to the Controller.
- h) Make available to the Controller all information necessary to demonstrate compliance.

## 8. Sub-processors

The Processor engages the following sub-processors:

- **IONOS SE** (Germany, EU) — infrastructure hosting
- **Stripe Payments Europe Ltd** (Ireland, EU) — payment processing

The current list is published at <https://inscryble.com/trust>. Any change to sub-processors is communicated with 30 days notice.

## 9. Security (Art. 32 GDPR)

The Processor applies technical and organizational measures appropriate to the risk, including:

- Encryption of data at rest (database) and in transit (HTTPS / TLS 1.3)
- Zero Raw Data — raw text never leaves the user's computer
- Mandatory 2FA (TOTP) for all administrative accounts
- Audit log of all administrative operations with Before/After diff
- Multi-tenant isolation at the database level (cross-tenant leak architecturally impossible)
- Regular backups
- Access control on least-privilege basis

## 10. Breach notification

The Processor shall notify the Controller of any personal data breach without undue delay, **no later than 72 hours** after becoming aware of it, electronically to the email address specified in the SaaS contract.

## 11. Assistance to Controller

The Processor assists the Controller in:

- Fulfilling data subject rights (DSR)
- Data protection impact assessment (DPIA, if required)
- Consultations with the supervisory authority

## 12. Audit

The Controller has the right to audit the Processor **once per calendar year** with respect to performance of this Agreement. Date and scope to be agreed with 30 days notice. Audit costs borne by the Controller.

## 13. Return or deletion of data

Upon termination of services, the Processor will:

- Return data to the Controller in export format (CSV/JSON), or
- Delete all data within **30 days** of SaaS contract termination

Excluded from deletion is data whose retention is required by applicable law (e.g. accounting records).

## 14. Final provisions

- a) This Agreement constitutes an integral part of the Inscryble SaaS contract.
- b) Governing law: Polish law.
- c) Disputes are resolved by the court competent for the Processor's registered office.
- d) All amendments require written form.

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*Template document — to be customized at contract execution. Contact: [privacy@inscryble.com](mailto:privacy@inscryble.com)*