

Data Processing Agreement

The terms under which Backpack Works processes personal data on behalf of customers, including EU/UK/Swiss transfer terms and our technical and organizational measures.

Last updated: June 2026

How to use this DPA. This Data Processing Agreement ("DPA") forms part of the agreement between the customer ("Controller") and Backpack Works LLC ("Processor," "Backpack Works") for the use of Backpack OS and related services (the "Services"). It applies automatically where Backpack Works processes personal data on the Controller's behalf. A countersignable copy is available on request at privacy@backpack.works.

△ **Counsel review recommended.** This is a standard template. Have your legal counsel review it — particularly the transfer mechanism, liability, and governing-law terms — before relying on or executing it.

1. Definitions

Terms such as "personal data," "processing," "controller," "processor," "data subject," and "personal data breach" have the meanings given in applicable Data Protection Laws, including the EU General Data Protection Regulation (GDPR), the UK GDPR and Data Protection Act 2018, the Swiss Federal Act on Data Protection (nFADP), and the California Consumer Privacy Act as amended by the CPRA ("CCPA").

2. Roles and scope of processing

The Controller determines the purposes and means of processing personal data. The Processor processes personal data only on the Controller's documented instructions to provide the Services, as further described in **Annex I**. Each party will comply with its obligations under applicable Data Protection Laws.

3. Processing instructions

The Processor processes personal data only on documented instructions from the Controller (including with regard to international transfers), unless required by law, in which case the Processor will inform the Controller unless legally prohibited. The Processor will promptly notify the Controller if it believes an instruction infringes applicable Data Protection Laws.

4. Confidentiality

The Processor ensures that persons authorized to process personal data are bound by appropriate confidentiality obligations and receive appropriate training.

5. Security measures

The Processor implements and maintains appropriate technical and organizational measures designed to protect personal data, as described in **Annex II** and in our Trust Center. The Processor may update these measures provided the level of protection is not materially decreased.

6. Sub-processors

The Controller provides general authorization for the Processor to engage sub-processors to provide the Services. A current list of sub-processors is maintained at security.backpack.works/legal/subprocessors (**Annex III**). The Processor will provide a mechanism to be notified of intended changes and will impose data-protection obligations on each sub-processor that are no less protective than those in this DPA. The Processor remains responsible for its sub-processors' performance.

7. Data subject rights

Taking into account the nature of the processing, the Processor will assist the Controller by appropriate technical and organizational measures, insofar as possible, to respond to requests from data subjects exercising their rights. Where the Processor receives such a request directly, it will forward it to the Controller and will not respond except on the Controller's instructions.

8. Personal data breach

The Processor will notify the Controller without undue delay after becoming aware of a personal data breach affecting the Controller's personal data, and will provide the Controller with information reasonably available to help the Controller meet its own notification obligations.

9. Data protection impact assessments

The Processor will provide reasonable assistance to the Controller with data protection impact assessments and prior consultations with supervisory authorities, taking into account the nature of processing and information available to the Processor.

10. International transfers

Where the processing of personal data involves a transfer from the EEA, the UK, or Switzerland to a country not recognized as providing an adequate level of protection, the parties agree that the transfer is governed by:

- the **EU Standard Contractual Clauses** (Commission Implementing Decision (EU) 2021/914), **Module Two (Controller-to-Processor)**, which are incorporated by reference and completed using the details in Annex I and Annex III;
- for UK transfers, the **UK International Data Transfer Addendum** to the EU SCCs issued by the ICO; and

- for transfers subject to Swiss law, the EU SCCs as adapted for the nFADP.

Where there is a conflict between this DPA and the SCCs, the SCCs prevail with respect to the transfer.

11. Deletion or return

Upon termination of the Services, the Processor will delete or return the Controller's personal data in accordance with our Data Retention & Disposal Policy and the Controller's election, unless retention is required by law.

12. Audit

The Processor will make available information reasonably necessary to demonstrate compliance with this DPA and will allow for and contribute to audits, including by providing the reports, certifications, and documentation available through our Trust Center. On-site audits may be conducted where reasonably required, on reasonable notice and subject to confidentiality.

13. CCPA (service provider terms)

For personal information subject to the CCPA, Backpack Works acts as a **service provider**. Backpack Works will not sell or share personal information, will not retain, use, or disclose it for any purpose other than performing the Services or as permitted by the CCPA, and will not combine it with personal information from other sources except as permitted by the CCPA. Backpack Works certifies that it understands and will comply with these restrictions.

14. General

This DPA is incorporated into and subject to the parties' Master Services Agreement or equivalent (the "Agreement"). Except as expressly modified here, the Agreement remains in effect, including its limitations of liability and governing-law terms. In the event of a conflict on the subject of data protection, this DPA controls.

Annex I — Details of processing

- **Data exporter (Controller):** the customer identified in the Agreement.
- **Data importer (Processor):** Backpack Works LLC.
- **Categories of data subjects:** the Controller's authorized users; and, where the Backpack OS snippet is installed, visitors to the Controller's websites.
- **Categories of personal data:** account and user data (e.g. name, work email, role); website-visitor data (e.g. a first-party pseudonymous identifier, interaction events, page path, device/browser data); and any content the Controller submits to the Services.
- **Special categories of data:** none intended; the Controller should not submit special-category data to the Services.

- **Nature and purpose:** hosting, analytics, optimization, AI-assisted content and site building, and related support, as described in the Agreement.
- **Duration:** for the term of the Agreement plus the retention period set out in our Data Retention & Disposal Policy.

Annex II — Technical and organizational measures

- **Encryption:** TLS in transit; encryption at rest by our infrastructure providers.
- **Access control & tenant isolation:** least-privilege, role-based access; per-organization data isolation enforced at the database layer with PostgreSQL Row-Level Security; MFA on internal systems that support it.
- **Secrets management:** credentials stored as environment secrets and in a dedicated secrets manager; integration tokens encrypted before storage.
- **Application security:** Content Security Policy and security headers, server-side input validation, SSRF/injection protections, and a bundled snippet that does not load arbitrary remote code.
- **Logging & monitoring:** security-relevant logging with alerting and periodic review.
- **Resilience:** managed, redundant infrastructure with provider-managed backups; a documented business continuity and incident response process.
- **Vendor management:** sub-processors are assessed and bound by data-protection terms.

These measures are described further in our Trust Center at security.backpack.works.

Annex III — Sub-processors

The current list of sub-processors is maintained at security.backpack.works/legal/subprocessors.

Signatures

By executing the Agreement, or by signing below, the parties agree to this DPA.

	Controller	Processor (Backpack Works LLC)
Signature	_____	_____
Name	_____	_____
Title	_____	_____
Date	_____	_____