



Data Processing Agreement (DPA)

Last Updated: April 25, 2026

Recitals

This Data Processing Agreement ("DPA") supplements the Master Subscription Agreement ("Agreement") between iQueueing ("Processor") and the customer ("Controller").

1. Roles and Scope

1.1. **Roles:** For the purposes of Applicable Data Protection Laws (including GDPR and CCPA), Tenant is the Controller and Provider is the Processor of Personal Data. 1.2. **Instructions:** Processor shall process Personal Data only on documented instructions from Controller, as strictly necessary to provide the services under the Agreement.

2. Sub-processing

2.1. **Authorization:** Controller grants Processor general authorization to engage sub-processors. 2.2. **Objection Right:** Processor will notify Controller of any intended changes concerning the addition of sub-processors. Controller may object in writing within thirty (30) days. If the objection is reasonable and Processor cannot accommodate it, Controller's sole remedy is to terminate the Agreement without penalty.

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3. Security and Breach Notification

3.1. **Security Measures:** Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk. 3.2. **Breach Notification:** Processor shall notify Controller without undue delay, and in no event later than seventy-two (72) hours, after becoming aware of a Personal Data Breach. Controller is solely responsible for fulfilling any regulatory or data subject notification obligations.

4. Audits and Inspections

Upon Controller's written request, Processor shall make available information necessary to demonstrate compliance with this DPA. Controller's audit rights are strictly limited to submitting a written questionnaire or requesting a copy of Processor's most recent third-party security audit report (e.g., SOC 2 Type II). On-site audits are expressly prohibited unless mandated by a supervisory authority.

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5. Data Deletion

Upon termination or expiration of the Agreement, Processor shall, at the choice of Controller, delete or return all Personal Data to Controller within thirty (30) days. After this window, Processor will routinely delete remaining data backups per its data retention policies.

6. Liability

ANY CLAIMS BROUGHT UNDER THIS DPA SHALL BE SUBJECT TO THE LIMITATIONS OF LIABILITY SET FORTH IN THE MASTER SUBSCRIPTION AGREEMENT. THE LIABILITY CAP APPLIES TO THE AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THE AGREEMENT AND THIS DPA COMBINED.

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