



## **Data Processing Addendum (DPA)**

Effective Date: November 11, 2025

This Data Processing Addendum ("DPA") is entered into by and between CinglePoint LLC ("Processor") and the Customer ("Controller"). This DPA supplements and forms part of the agreement between the parties for the provision of services offered by CinglePoint LLC.

### **1. Definitions**

"Personal Data" means any information relating to an identified or identifiable natural person. "Processing" means any operation performed on Personal Data, whether or not by automated means.

### **2. Roles of the Parties**

The Controller determines the purposes and means of Processing, while CinglePoint LLC acts as the Processor on behalf of the Controller.

### **3. Processor Obligations**

CinglePoint LLC shall: (a) process Personal Data only on documented instructions from the Controller; (b) ensure persons authorized to process the data have committed to confidentiality; (c) implement appropriate technical and organizational measures to ensure data security.

### **4. Sub-processors**

CinglePoint LLC may engage sub-processors to perform limited activities in connection with the Services. Sub-processors are subject to written agreements requiring data protection obligations equivalent to those set out in this DPA. A current list of sub-processors is available on CinglePoint's Trust Center page.

### **5. Security**

CinglePoint LLC maintains appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing, accidental loss, destruction, or damage.

### **6. Data Subject Rights**

CinglePoint LLC will assist the Controller, insofar as possible, to fulfill its obligations to respond to requests for exercising data subject rights under GDPR and similar data protection laws.

## 7. International Data Transfers

Where Personal Data is transferred outside the EEA, UK, or Switzerland, CinglePoint LLC will ensure appropriate safeguards such as the EU Standard Contractual Clauses (SCCs) and the UK Addendum are in place.

## 8. Audit & Compliance

Upon request, CinglePoint LLC shall make available to the Controller all information necessary to demonstrate compliance with this DPA and will allow for audits under reasonable notice and scope.

## 9. Data Breach Notification

In the event of a confirmed Personal Data Breach, CinglePoint LLC shall notify the Controller without undue delay and cooperate to remediate and mitigate any effects.

## 10. Termination & Deletion

Upon termination of the services, CinglePoint LLC shall, at the choice of the Controller, delete or return all Personal Data, unless applicable law requires retention.

## 11. Governing Law

This DPA shall be governed by and construed in accordance with the laws of the State of Delaware, United States.

## 12. Contact Information

For privacy or data protection inquiries, contact CinglePoint LLC at [support@cinglepoint.com](mailto:support@cinglepoint.com).

**IN WITNESS WHEREOF**, the parties have executed this Data Processing Addendum as of the Effective Date below.

For CinglePoint LLC (Processor):	For Customer (Controller):
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____