

# Data Processing Agreement



### USING THIS DPA

This DPA has 2 parts: (1) the Key Terms on this Cover Page and (2) the Common Paper DPA Standard Terms Version 1.1 posted at [commonpaper.com/standards/data-processing-agreement/1.1](https://commonpaper.com/standards/data-processing-agreement/1.1) (“**DPA Standard Terms**”), which is incorporated by reference. If there is any inconsistency between the parts of the DPA, the Cover Page will control over the DPA Standard Terms. Capitalized and **highlighted** words have the meanings given on the Cover Page. However, if the Cover Page omits or does not define a highlighted word, the default meaning will be “none” or “not applicable” and the correlating clause, sentence, or section does not apply to this DPA. All other capitalized words have the meanings given in the DPA Standard Terms or the **Agreement**.

### Key Terms

The key legal terms of the DPA are as follows:

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<b>Agreement</b>	Reference to sales contract will be set when sending agreement
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<b>Approved Subprocessors</b>	<p><b>Name:</b> Amazon Web Services (AWS)</p> <p><b>Country of location:</b> USA/Global</p> <p><b>Anticipated processing task:</b></p> <p>Provision of cloud infrastructure, including data storage, database management, and compute processing services.</p> <p><b>Name:</b> Vercel Inc.</p> <p><b>Country of location:</b> USA</p> <p><b>Anticipated processing task:</b></p> <p>Providing platform-as-a-service (PaaS) for automated deployment, hosting of web applications, and edge runtime execution.</p> <p><b>Name:</b> Google LLC (Analytics)</p> <p><b>Country of location:</b> USA</p> <p><b>Anticipated processing task:</b></p> <p>Providing web analytics services to track user demographics, behavior, and application performance metrics.</p> <p><b>Name:</b> Google LLC (Workspace)</p> <p><b>Country of location:</b> USA</p> <p><b>Anticipated processing task:</b></p> <p>Cloud-based productivity and collaboration tools, specifically Google Chat, for internal communication regarding customer data and support. Also used for authentication and directory data if Google Directory Sync is utilized by the client.</p> <p><b>Name:</b> PostHog, Inc.</p> <p><b>Country of location:</b> USA</p> <p><b>Anticipated processing task:</b></p> <p>Product analytics and event tracking to monitor user interactions, feature flag management, and session recording.</p> <p><b>Name:</b> Stripe, Inc.</p> <p><b>Country of location:</b> USA/Ireland</p> <p><b>Anticipated processing task:</b></p>
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Processing of payment transactions, billing management, and fraud prevention services.

**Name:** Documenso, Inc.

**Country of location:** USA

**Anticipated processing task:**

Collection of eSignatures for legal documents like contracts, MSA/DPA. Collects and stores names, email, and IP Address of document signatories.

**Name:** Anthropic PCB

**Country of location:** USA

**Anticipated processing task:**

User responses to assessment questions are processed using numerous models in order to provide feedback, and scoring.

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**Provider Security Contact**

jeremy.dixon@upskillscore.com

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**Security Policy**

As defined in the **Agreement**.

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**Changes to the Agreement**

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**Governing Law and Chosen Courts**

Notwithstanding the governing law or similar clauses of the **Agreement**, all interpretations and disputes about this DPA will be governed by the laws of the **Governing State** without regard to its conflict of laws provisions. In addition, and notwithstanding the forum selection, jurisdiction, or similar clauses of the **Agreement**, the parties agree to bring any legal suit, action, or proceeding about this DPA in, and each party irrevocably submits to the exclusive jurisdiction of, the courts of the **Governing State**.

**Governing State** means: Delaware

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**Service Provider Relationship**

To the extent California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq (“CCPA”) applies, the parties acknowledge and agree that Provider is a service provider and is receiving Personal Data from Customer to provide the Service as agreed in the Agreement and detailed below (see Nature and Purpose of Processing), which constitutes a limited and specified business purpose. Provider will not sell or share any Personal Data provided by Customer under the Agreement. In addition, Provider will not retain, use, or disclose any Personal Data provided by Customer under the Agreement except as necessary for providing the Service for Customer, as stated in the Agreement, or as permitted by Applicable Data Protection Laws. Provider certifies that it understands the restrictions of this paragraph and will comply with all Applicable Data Protection Laws. Provider will notify Customer if it can no longer meet its obligations under the CCPA.

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**Restricted Transfers**

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**Governing Member State**

EEA Transfers: Germany

UK Transfers: England

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**Annex I(A) List of Parties**

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**Competent Supervisory Authority**

The supervisory authority will be the supervisory authority of the data exporter, as determined in accordance with Clause 13 of the EEA SCCs or the relevant provision of the UK Addendum.

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**Annex II**

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**Technical and Organizational Security Measures**

See **Security Policy**

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**Other Changes to the DPA Standard Terms**

Additional modifications or customizations

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Provider and Customer have not changed the DPA Standard Terms except for the details on the Cover Page above. By signing this Cover Page, each party agrees to enter into this DPA as of the last date of signature below.

**PROVIDER: upSkillScore, LLC**

**CUSTOMER:**

**Signature**

**Print Name**

Jeremy Dixon

**Title**

CEO

**Legal Notice Address**

8 The Green #25924  
Dover, Delaware 19901  
United States of America

**Date**