TEMPLATE, FOR REVIEW BY YOUR COUNSEL This is a starting template, not a signed agreement. Bracketed fields are completed when the parties sign.

Data Processing Agreement

Between **[Customer legal name]** ("Customer") and **LOOP3D A.I. LLC** ("LOOP3D")

This Data Processing Agreement ("DPA") forms part of the order form, terms of service or other agreement between Customer and LOOP3D for the LOOP3D service (the "Agreement"). It applies when LOOP3D processes Personal Data on Customer's behalf. If this DPA conflicts with the Agreement, this DPA controls on data protection matters.

1. Definitions

1.1 "Personal Data" means any information about an identified or identifiable person that LOOP3D processes for Customer under the Agreement.

1.2 "Data Protection Laws" means all privacy and data protection laws that apply to the processing, which may include U.S. state privacy laws (such as the California Consumer Privacy Act as amended) and, where applicable, the EU or UK General Data Protection Regulation.

1.3 "Subprocessor" means a third party LOOP3D engages to process Personal Data for the service.

1.4 "Security Incident" means a confirmed breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

1.5 "Controller," "processor," "data subject" and "processing" have the meanings given in the Data Protection Laws. "Service provider" has the meaning given in the CCPA.

2. Roles and instructions

2.1 Customer is the controller (or business) and LOOP3D is the processor (or service provider) of Personal Data.

2.2 LOOP3D will process Personal Data only to provide the service, as described in Annex 1, and on Customer's documented instructions. The Agreement and Customer's use of the service are Customer's instructions.

2.3 LOOP3D will not sell or share Personal Data, use it for advertising, or retain, use or disclose it for any purpose other than providing the service. LOOP3D will not use Personal Data to train AI models, and will not allow its Subprocessors to do so.

2.4 LOOP3D will tell Customer if, in its opinion, an instruction violates Data Protection Laws.

2.5 Customer is responsible for having a lawful basis for the processing and for giving any notices required to leaders and raters.

3. Confidentiality

LOOP3D will ensure that anyone it authorizes to process Personal Data is bound by a duty of confidentiality and accesses Personal Data only as needed to provide or support the service.

4. Anonymity of rater feedback

LOOP3D will apply the following rule to all reports: A report unlocks when at least 6 raters answer. Any rater group with fewer than 3 answers is merged into "Others," and monthly check-in scores show only when 3 or more raters answer. No one, including HR, ever sees an individual rater's answers. Written comments are grouped into themes and paraphrased by AI before a leader sees them.

5. Security

LOOP3D will maintain the technical and organizational measures described in Annex 2, and may update them as long as the overall level of protection is not reduced.

6. Subprocessors

6.1 Customer gives general authorization for LOOP3D to use the Subprocessors listed in Annex 3.

6.2 LOOP3D will give Customer at least 30 days' notice before adding or replacing a Subprocessor, by email or by updating loop3d.ai/trust. Customer may object on reasonable data protection grounds within that period. If the parties can't resolve the objection, Customer may end the affected service and receive a refund of prepaid fees for the unused term.

6.3 LOOP3D will have a written agreement with each Subprocessor with data protection obligations no less protective than this DPA, and remains responsible for its Subprocessors' performance.

7. Data subject requests

LOOP3D will promptly forward to Customer any request it receives from a data subject about Personal Data processed for Customer, and will provide reasonable help so Customer can respond, taking into account the nature of the processing.

8. Security Incidents

LOOP3D will notify Customer without undue delay, and in any event within 72 hours, after becoming aware of a Security Incident affecting Customer's Personal Data. The notice will describe, as far as then known, the nature of the incident, the data and people likely affected, the likely consequences and the steps taken. LOOP3D will take reasonable steps to contain and fix the incident and will keep Customer updated.

9. Assistance

LOOP3D will provide reasonable information and help, as needed, for Customer's data protection impact assessments and consultations with regulators about the service.

10. Deletion and return

On Customer's written request, or when the Agreement ends, LOOP3D will delete Personal Data (including rater answers) within 30 days, unless law requires it to keep some data. Before deletion, Customer may request an export of its data. If LOOP3D ever discontinues the service, it will give at least 60 days' notice and a full export of Customer's data.

11. Audits and information

11.1 On request, LOOP3D will provide information reasonably needed to show compliance with this DPA, including completed security questionnaires and its Subprocessors' available audit reports or summaries.

11.2 LOOP3D does not yet hold its own SOC 2 report and has not yet completed a penetration test. Both are planned. LOOP3D will share status updates on request.

11.3 If the information in 11.1 is not enough to meet a requirement of Data Protection Laws, Customer may conduct an audit, at its own cost, on at least 30 days' notice, during business hours, no more than once a year, and under confidentiality terms.

12. Data location and transfers

Personal Data is hosted in the United States. If Customer transfers Personal Data from the EU, EEA, UK or Switzerland to LOOP3D, the parties agree that the applicable Standard Contractual Clauses (or UK Addendum) are incorporated by reference, with Customer as data exporter and LOOP3D as data importer. Module and option choices are set out in **[Annex 4, if needed]**.

13. Liability, term and general

Each party's liability under this DPA is subject to the limits in the Agreement. This DPA lasts as long as LOOP3D processes Personal Data for Customer. Governing law and venue follow the Agreement, unless Data Protection Laws require otherwise. Any changes must be in writing and signed by both parties.

Signatures

Customer: [Customer legal name]
Signature: _____
Name: _____
Title: _____
Date: _____

LOOP3D A.I. LLC
Signature: _____
Name: _____
Title: _____
Date: _____

Annex 1. Details of processing

Item	Details
Subject matter and purpose	Running 360 feedback for Customer's leaders: collecting ratings and comments, producing AI-written reports, sending development emails, running monthly check-ins and showing progress dashboards.
Duration	The term of the Agreement, plus up to 30 days for deletion.
Data subjects	Leaders taking part; raters they invite (managers, peers, direct reports and others); Customer's HR or program contacts; optional accountability partners.
Categories of Personal Data	Names; work or other email addresses; job titles and rater relationship to the leader; time zone; behavior ratings and written comments; AI-written reports, plans and coach conversations; product usage such as actions completed.
Sensitive data	None intended. The service does not ask for health information, patient data (PHI), student records, government IDs or financial account data. Customer will tell raters not to include such data in comments.
Frequency	Continuous for the term of the Agreement.

Annex 2. Technical and organizational measures

Measure	Description
Encryption in transit	All pages and links use HTTPS (TLS 1.2 or higher). Plain HTTP is upgraded automatically.
Encryption at rest	The database and backups are encrypted at rest by the hosting provider.
Hosting	Application on Vercel and database on Supabase, both in U.S. data centers, both with SOC 2 Type II reports.
Access control	Database tables are closed to the internet. Every request goes through server functions that check a private link, role or secret. Leaders, raters and HR use private, unguessable links instead of passwords. Admin access is protected by a separate password.
Anonymity	Minimum rater thresholds and group merging as described in Section 4. AI paraphrasing of comments.
AI processing	Feedback is sent to Anthropic only to write reports and coaching, under commercial terms that prohibit training on it.
Application security	Content Security Policy, HSTS, and clickjacking and MIME-sniffing protection on every page.
Deletion	Data deleted within 30 days of a request, including rater answers.
Not yet in place	LOOP3D's own SOC 2 report, single sign-on (SSO), HRIS integration and a penetration test.

Annex 3. Authorized Subprocessors

Subprocessor	Purpose	Location
Vercel	Website and application hosting	United States
Supabase	Database (encrypted at rest)	United States (Ohio)
Anthropic	AI analysis of feedback; no training on your data	United States
Resend	Transactional email (survey invites and reminders)	United States
Google Analytics	Anonymous website visit statistics (public pages only, never reports or surveys)	United States

The current list is always at loop3d.ai/trust.