

SUBPROCESSOR AGREEMENT

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This Subprocessor Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROCESSOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROCESSOR ADDRESS] (the "**Processor**"); and

[SUBPROCESSOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SUBPROCESSOR ADDRESS] (the "**Subprocessor**").

Processor and Subprocessor are each a "**Party**" and together the "**Parties**."

Recitals. Processor processes personal data on behalf of one or more of its customers (each, a "**Controller**") under one or more data processing agreements (each, a "**Principal DPA**"). Processor wishes to engage Subprocessor to carry out certain processing activities on Processor's behalf, and Subprocessor wishes to perform those activities, on terms that flow down the obligations Processor owes to each Controller. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Scope

1.1 Defined terms. "**Personal Data**," "**Processing**," "**Data Subject**," "**Controller**," "**Processor**," and "**Subprocessor**" have the meanings given in the [APPLICABLE DATA PROTECTION LAW, e.g. GDPR / UK GDPR / state privacy law] that applies to the relevant Processing. "**Applicable Data Protection Law**" means all laws and regulations governing the Processing of Personal Data that apply to the Parties or to the relevant Controller.

1.2 Authorized subprocessing. Subprocessor may Process Personal Data only to the extent, and for the purposes, described in **Schedule 1 (Details of Processing)** and only as instructed by Processor. Subprocessor is engaged as a subprocessor of Processor; it is not a Controller of the Personal Data and acquires no rights in it.

1.3 Relationship to the Principal DPA. This Agreement implements the subprocessing requirements of each Principal DPA. Where this Agreement is silent, the relevant terms of the Principal DPA, as made available to Subprocessor, apply to the corresponding Processing.

1.4 Order of precedence. If a conflict exists between the body of this Agreement and a Schedule, the body controls unless the Schedule expressly states that it overrides a specific section and identifies that section by number.

2. Processing Instructions

2.1 Documented instructions. Subprocessor will Process Personal Data only on the documented instructions of Processor, including with regard to transfers, unless required to Process by law to which Subprocessor is subject.

In that case, Subprocessor will inform Processor of the legal requirement before Processing, unless the law prohibits such notice on important grounds of public interest.

2.2 Unlawful instructions. Subprocessor will promptly notify Processor if, in its opinion, an instruction infringes Applicable Data Protection Law. Subprocessor is not obligated to assess the lawfulness of an instruction beyond this notice obligation.

2.3 No independent use. Subprocessor will not sell, retain, use, or disclose Personal Data for any purpose other than performing the services described in Schedule 1, and will not combine Personal Data with data from other sources except as instructed by Processor.

3. Confidentiality

3.1 Duty of confidence. Subprocessor will keep Personal Data confidential and will ensure that persons authorized to Process the Personal Data are bound by an appropriate obligation of confidentiality, whether contractual or statutory.

3.2 Access limits. Subprocessor will limit access to Personal Data to personnel who need access to perform the services and will maintain a record of authorized personnel sufficient to demonstrate compliance.

3.3 Survival. The confidentiality obligations in this Section survive expiration or termination of this Agreement for as long as Subprocessor retains any Personal Data.

4. Security Measures

4.1 Technical and organizational measures. Subprocessor will implement and maintain the technical and organizational security measures described in **Schedule 2 (Security Measures)**, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of the Processing, as well as the risk to Data Subjects.

4.2 Ongoing evaluation. Subprocessor will regularly test, assess, and evaluate the effectiveness of its security measures and will not materially weaken them during the term.

4.3 Personnel. Subprocessor will ensure that personnel with access to Personal Data receive appropriate training on data protection and information security commensurate with their role.

5. Onward Subprocessing

5.1 Prior authorization. Subprocessor will not engage any further subprocessor (an "Onward Subprocessor") to Process Personal Data without Processor's prior **[SPECIFIC / GENERAL]** written authorization. Where general authorization applies, Subprocessor will give Processor at least **[NUMBER, e.g. 30]** days' prior notice of any intended addition or replacement, allowing Processor to object.

5.2 Flow-down. Subprocessor will impose on each Onward Subprocessor data protection obligations no less protective than those in this Agreement by a written contract.

5.3 Continuing liability. Subprocessor remains fully liable to Processor for the performance of each Onward Subprocessor's obligations.

6. Data Subject Rights and Assistance

6.1 Data subject requests. Taking into account the nature of the Processing, Subprocessor will assist Processor by appropriate technical and organizational measures, insofar as possible, in fulfilling Processor's obligation to respond to requests from Data Subjects to exercise their rights. Subprocessor will not respond directly to a Data

Subject except on Processor's documented instructions or as required by law.

6.2 Compliance assistance. Subprocessor will assist Processor in ensuring compliance with obligations relating to security, breach notification, data protection impact assessments, and prior consultation with supervisory authorities, taking into account the nature of the Processing and the information available to Subprocessor.

7. Personal Data Breach

7.1 Notification. Subprocessor will notify Processor without undue delay, and in any event within [NUMBER, e.g. 48] hours, after becoming aware of a Personal Data breach affecting the Personal Data.

7.2 Content of notice. Each notice will describe, to the extent known, the nature of the breach, the categories and approximate number of Data Subjects and records affected, the likely consequences, and the measures taken or proposed to address it.

7.3 Cooperation. Subprocessor will cooperate with Processor and take such reasonable steps as Processor directs to assist in the investigation, mitigation, and remediation of each breach. Subprocessor will not make any public statement about a breach affecting the Personal Data without Processor's prior written consent, except as required by law.

8. International Transfers

8.1 Transfer restrictions. Subprocessor will not transfer Personal Data to, or access it from, any country or territory outside [PERMITTED REGION, e.g. the country of origin / the EEA] without Processor's prior written authorization and a lawful transfer mechanism.

8.2 Transfer mechanisms. Where a transfer requires a mechanism under Applicable Data Protection Law (such as standard contractual clauses or an equivalent), the Parties will enter into the required documentation, which is incorporated by reference once executed.

9. Audit and Records

9.1 Records. Subprocessor will maintain records of its Processing activities sufficient to demonstrate compliance with this Agreement and Applicable Data Protection Law.

9.2 Audits. Subprocessor will make available to Processor information reasonably necessary to demonstrate compliance and will allow for and contribute to audits, including inspections, conducted by Processor or an auditor mandated by Processor, on reasonable prior notice and no more than [NUMBER, e.g. once] per [PERIOD, e.g. twelve months] unless required by a supervisory authority or following a Personal Data breach.

10. Deletion and Return

10.1 End of services. At Processor's choice, Subprocessor will delete or return all Personal Data after the end of the provision of services and will delete existing copies, unless law requires storage of the Personal Data.

10.2 Certification. On Processor's written request, Subprocessor will certify in writing that it has complied with this Section.

11. Term, Liability, and General Provisions

11.1 Term. This Agreement takes effect on the Effective Date and continues for as long as Subprocessor Processes Personal Data on Processor's behalf. Termination of the underlying services agreement terminates this Agreement, except for provisions that by their nature survive.

11.2 **Liability and indemnity.** Subprocessor will indemnify Processor against losses, fines, and reasonable costs arising from Subprocessor's breach of this Agreement or Applicable Data Protection Law, subject to any liability cap agreed in the underlying services agreement, except for matters that may not lawfully be capped.

11.3 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE], without prejudice to any mandatory rights of Data Subjects or supervisory authorities under Applicable Data Protection Law.

11.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

11.5 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

Schedule 1 — Details of Processing. Subject matter: [DESCRIBE]. Duration: [DESCRIBE]. Nature and purpose: [DESCRIBE]. Categories of Data Subjects: [DESCRIBE]. Categories of Personal Data: [DESCRIBE]. Special categories (if any): [DESCRIBE].

Schedule 2 — Security Measures. [LIST TECHNICAL AND ORGANIZATIONAL MEASURES: access control, encryption in transit and at rest, logging, backup, vulnerability management, incident response, physical security, etc.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROCESSOR	SUBPROCESSOR
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: _____	Date: _____

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