

DATA PROCESSING AGREEMENT

TEAMCAL AI | Zara AI Scheduling Platform

Version 1.0 — Effective upon mutual signature

1. PARTIES

This Data Processing Agreement ("DPA") forms part of, and is incorporated into, the Master Service Agreement or Order Form (the "Agreement") between:

Data Controller ("Customer"): The entity identified in the Agreement.

Company name: _____

Registered address: _____

Contact name: _____

Contact email: _____

Data Processor ("TEAMCAL AI"): Calndr Inc., 855 Maude Ave, Mountain View, CA 94043, USA.

Together referred to as the "Parties." This DPA is effective as of the date last signed below and supplements the Agreement. In the event of conflict, this DPA takes precedence with respect to data protection obligations.

2. DEFINITIONS

For the purposes of this DPA:

- "Personal Data" means any information relating to an identified or identifiable natural person processed under the Agreement.
- "Processing" means any operation performed on Personal Data, including collection, storage, use, disclosure, or deletion.
- "Data Protection Laws" means all applicable laws governing the Processing of Personal Data, including the GDPR, UK GDPR, CCPA, and any successor legislation.
- "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council.
- "Sub-processor" means any third-party engaged by TEAMCAL AI to Process Personal Data on behalf of the Customer.
- "Security Incident" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

3. SCOPE AND PURPOSE OF PROCESSING

3.1 Subject Matter

TEAMCAL AI processes Personal Data on behalf of the Customer solely to provide the TEAMCAL AI scheduling platform and Zara AI services as described in the Agreement.

3.2 Nature of Processing

TEAMCAL AI processes Personal Data for the following purposes:

- Authenticating users and managing account access
- Coordinating meeting scheduling across team members and third parties
- Connecting to Customer-authorized calendar systems (Google Workspace, Microsoft Outlook/365) in real time
- Sending meeting invitations, confirmations, and reminders to meeting participants
- Providing analytics and reporting features as enabled by the Customer

3.3 Categories of Data Subjects

- Customer employees and authorized team members
- External meeting participants (invitees, candidates, clients, partners)
- Customer administrators

3.4 Categories of Personal Data

- Identity data: name, display name, job title
- Contact data: business email address, phone number (where provided)
- Calendar data: availability windows queried in real time — NOT stored by TEAMCAL AI
- Usage data: log-in events, feature usage, session metadata
- Communication data: meeting invitations and scheduling messages

3.5 Data Not Processed

TEAMCAL AI does NOT store calendar event content, meeting titles, attendee names within calendar events, or any data from within calendar appointments. Calendar data is accessed in real time solely to determine availability and is never written to TEAMCAL AI databases.

4. OBLIGATIONS OF TEAMCAL AI

TEAMCAL AI shall:

1. Process Personal Data only on documented instructions from the Customer, unless required by applicable law.
2. Ensure that persons authorized to process Personal Data are bound by appropriate confidentiality obligations.
3. Implement and maintain the technical and organisational security measures described in Section 7 of this DPA.
4. Not engage Sub-processors without prior written authorisation from the Customer, subject to Section 6.
5. Assist the Customer in responding to Data Subject rights requests (access, rectification, erasure, portability) within commercially reasonable timeframes, and in no case later than 30 days.
6. Assist the Customer in meeting its obligations under Articles 32–36 of the GDPR, including Data Protection Impact Assessments (DPIAs), where applicable.
7. At the Customer's election, delete or return all Personal Data upon termination of the Agreement, and certify deletion within 30 days.

8. Make available all information necessary to demonstrate compliance with this DPA and permit audits conducted by the Customer or its authorised representative, with reasonable notice.

5. OBLIGATIONS OF THE CUSTOMER

The Customer shall:

9. Ensure that it has a lawful basis for Processing Personal Data and for transferring it to TEAMCAL AI for processing.
10. Provide clear and complete instructions to TEAMCAL AI regarding Processing activities.
11. Ensure that Data Subjects have been provided with appropriate privacy notices covering the processing described in this DPA.
12. Notify TEAMCAL AI promptly of any changes to applicable Data Protection Laws that may affect TEAMCAL AI's obligations under this DPA.

6. SUB-PROCESSORS

6.1 Authorised Sub-processors

The Customer authorises TEAMCAL AI to engage the following categories of Sub-processors:

- Cloud infrastructure providers (Amazon Web Services — US regions)
- Payment processors (Stripe, Inc. — for billing only; no scheduling data shared)
- Email delivery providers (for transactional scheduling notifications only)
- Analytics tools (aggregated, anonymised usage data only)

6.2 New Sub-processors

TEAMCAL AI will provide at least 30 days' written notice before engaging a new Sub-processor that will Process Personal Data. The Customer may object in writing within 14 days. If no resolution is reached, the Customer may terminate the Agreement without penalty within 30 days.

6.3 Sub-processor Obligations

TEAMCAL AI shall impose data protection obligations on Sub-processors equivalent to those in this DPA, and remains liable for Sub-processor compliance.

7. SECURITY MEASURES

7.1 Technical Measures

- All data in transit encrypted using TLS 1.2 or higher (SHA-256 with RSA)
- All data at rest encrypted in AWS using AES-256
- User passwords stored as salted hashes — never in plaintext
- OAuth 2.0 used for calendar integrations — TEAMCAL AI never holds calendar credentials
- Containerised infrastructure with process and memory isolation
- Automated vulnerability scanning of code repositories
- Host-based firewalls and tight network security constraints

7.2 Organisational Measures

- Access to Personal Data on a strict need-to-know basis

- Pre-employment background checks for all employees
- Security training during onboarding and annually
- Incident response plan with defined containment and recovery procedures
- Regular internal security reviews

7.3 Certifications and Compliance

- Hosted on AWS infrastructure supporting 98 security standards and compliance certifications
- PCI-compliant payment processing via Stripe
- GDPR good-faith compliance programme with ongoing review
- SOC 2 Type II readiness programme underway — certification targeted 2026

8. SECURITY INCIDENTS

In the event of a confirmed Security Incident affecting Personal Data:

13. TEAMCAL AI will notify the Customer without undue delay, and in any event within 72 hours of becoming aware.
14. Notification will include: nature of the incident, categories and approximate number of Data Subjects and records affected, likely consequences, and measures taken or proposed.
15. TEAMCAL AI will cooperate fully with the Customer's investigation and remediation efforts.
16. Where TEAMCAL AI becomes aware of an incident that may require notification to a supervisory authority, it will notify the Customer immediately so that the Customer can meet its own reporting obligations.

9. INTERNATIONAL DATA TRANSFERS

Where Personal Data is transferred outside the European Economic Area (EEA) or UK, TEAMCAL AI will ensure an appropriate transfer mechanism is in place, including:

- Standard Contractual Clauses (SCCs) as adopted by the European Commission (2021/914/EU) — available as an addendum to this DPA upon request.
- UK International Data Transfer Agreement (IDTA) for UK-origin transfers.
- Any other lawful transfer mechanism recognised under applicable Data Protection Laws.

TEAMCAL AI currently processes and stores data in AWS US-East and US-West regions. Customers requiring EU data residency should contact legal@teamcalendar.ai to discuss available options.

10. DATA SUBJECT RIGHTS

TEAMCAL AI will assist the Customer in fulfilling Data Subject rights requests, including:

- Right of access (Article 15 GDPR)
- Right to rectification (Article 16 GDPR)
- Right to erasure / "right to be forgotten" (Article 17 GDPR)
- Right to restriction of processing (Article 18 GDPR)
- Right to data portability (Article 20 GDPR)
- Right to object (Article 21 GDPR)

Requests should be submitted to: security@teamcalendar.ai. TEAMCAL AI will respond within 30 days or notify the Customer if additional time is required.

11. TERM AND TERMINATION

This DPA is effective from the date of last signature and continues for the duration of the Agreement. Upon expiry or termination:

- TEAMCAL AI will, at the Customer’s option, delete or return all Personal Data within 30 days.
- TEAMCAL AI will certify in writing that deletion has been completed.
- TEAMCAL AI may retain Personal Data where required by applicable law, and will notify the Customer of any such retention.

12. LIABILITY

Each Party’s liability under this DPA is subject to the limitations and exclusions set out in the Agreement. Where TEAMCAL AI is held liable for a data protection violation caused by the Customer’s non-compliance, TEAMCAL AI’s liability will be reduced accordingly. Nothing in this DPA limits a Party’s liability for wilful misconduct or gross negligence.

13. GENERAL

- This DPA is governed by the laws of the State of California, USA, unless a different governing law is required by applicable Data Protection Laws.
- Any amendments to this DPA must be in writing and signed by both Parties.
- If any provision of this DPA is found invalid, the remaining provisions continue in full force.
- This DPA constitutes the entire agreement between the Parties with respect to data processing and supersedes all prior agreements on the same subject matter.

SIGNATURES

By signing below, each Party agrees to be bound by this Data Processing Agreement.

FOR THE CUSTOMER	FOR CALNDR INC.
Company: _____	Company: Calndr Inc.
Name: _____	Name: Raj Lal
Title: _____	Title: Founder & CEO
Signature: _____	Signature: _____
Date: _____	Date: _____

Questions about this DPA?

Contact legal@teamcalendar.ai • Visit trust.teamcal.ai • 855 Maude Ave, Mountain View, CA 94043