

STABILITYLOGIC LLC

Data Processing Agreement

Enterprise-grade DPA covering Controller / Processor roles, GDPR and CCPA provisions, subprocessors, international transfers, retention, and a signable two-party page.

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Document owner	StabilityLogic LLC
Distribution	Non-confidential — safe to share with customer legal, security, and procurement teams

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01 Definitions

"Controller" and "Processor" have the meanings given under the GDPR. "Customer" is the entity executing the underlying Master Services Agreement (MSA); StabilityLogic acts as Processor on behalf of the Customer with respect to Applicant Data.

"Applicant Data" means personal data submitted by or on behalf of applicants for the purpose of producing a Household Stability Index™ recommendation, including identity data, income documentation, housing history, and any consented open-banking data.

02 GDPR Provisions

Where GDPR or UK GDPR applies, StabilityLogic processes Applicant Data only on documented instructions from the Customer, imposes confidentiality on personnel with access, implements the security measures in Section 05, engages subprocessors only under Section 07, assists the Customer with data-subject requests, and makes available information reasonably necessary to demonstrate compliance with Article 28.

03 CCPA / CPRA Provisions

StabilityLogic is a Service Provider under CCPA / CPRA. StabilityLogic will not sell or share Personal Information, will not retain, use, or disclose it outside the direct business purpose of providing the Service, and will notify the Customer if it can no longer meet its obligations under CCPA / CPRA.

04 Confidentiality

Personnel with access to Applicant Data are bound by written confidentiality obligations that survive termination. Access follows least-privilege principles and is logged in the application audit trail.

05 Security Measures

StabilityLogic implements the technical and organizational measures described in the current Enterprise Security Overview (v3.0 or later), incorporated by reference. Any material change to those measures is communicated to the Customer at least thirty (30) days in advance.

06 Data Retention

StabilityLogic retains Applicant Data only for the period reasonably necessary for the purposes of the underlying Agreement and to comply with applicable statutes. Default retention windows are:

- Active applicant records: retained for the duration of the pilot or subscription term.
- Decision audit trail: retained for a minimum of five (5) years or the applicable statute of limitations, whichever is longer, to support adverse-action defense.
- Marketing and pilot inquiry data: retained for twenty-four (24) months from last activity unless the Customer requests earlier deletion.
- System backups: retained on a rolling ninety (90) day window and cryptographically destroyed on rotation.
- On written Customer instruction, records are exported and deleted within thirty (30) days of the request except where retention is required by law.

07 Subprocessors

The authoritative subprocessors register is published at stabilitylogic.com/subprocessors and lists Company, Purpose, Jurisdiction, and Data Category for every vendor that processes Applicant Data on StabilityLogic's behalf.

- Every subprocessor is contractually bound by a Data Processing Addendum equivalent to or stronger than this DPA.
- Enterprise customers receive at least thirty (30) days written notice before any material change to the register.
- During the notice window, the Customer may object in writing; StabilityLogic will work in good faith on a mitigation or, if none is available, permit termination of the affected portion of the Agreement without penalty.
- Subprocessor onboarding requires a documented risk review covering data category, jurisdiction, security controls, and business-criticality; annual review is documented and available on request.

08 International Transfers

Where Applicant Data is transferred outside the European Economic Area, the United Kingdom, or Switzerland, the parties rely on the following mechanisms:

- Standard Contractual Clauses (2021/914/EU) — Module 2 (Controller-to-Processor) or Module 3 (Processor-to-Processor) as applicable, incorporated by reference.
- UK International Data Transfer Addendum — attached where UK GDPR applies.
- Adequacy decisions — relied upon where in force between the exporting and importing jurisdiction.
- Transfer Impact Assessment — documented per transfer; additional safeguards (e.g., pseudonymization, encryption-in-use, restricted access) applied where indicated.
- Data residency — primary storage in United States regions; alternative regions available for enterprise deployments on request.

09 Customer Obligations

The Customer is Controller with respect to Applicant Data and is responsible for the lawful basis for processing, for providing appropriate notice to applicants, for responding to data-subject requests, and for complying with applicable adverse-action and fair-housing statutes.

10 Breach Notification

StabilityLogic will notify the Customer in writing of any Personal Data Breach affecting Applicant Data without undue delay, and in any event within seventy-two (72) hours of confirmation, consistent with GDPR Article 33.

11 Termination, Return & Deletion

On termination of the Agreement or on written Customer instruction, StabilityLogic will return or delete Applicant Data within thirty (30) days, except where retention is required by law. A written attestation of deletion is provided on request.

12 Governing Law & Notices

This DPA is governed by the law specified in the underlying Agreement (default: the State of California, USA). Notices are delivered to the addresses stated on the Signature Page. This DPA is not binding until executed by both parties.

13 Version History

This document is versioned. Prior versions remain available for counterparties who executed the earlier text.

- v1.1 · February 16, 2026 — Clarified retention windows (Section 06). Formalized subprocessor-monitoring cadence (Section 07). Expanded international-transfer safeguards to reference SCC modules and transfer-impact-assessment posture (Section 08). Added explicit version-history section.
- v1.0 · February 12, 2026 — Initial enterprise template with GDPR + CCPA provisions, confidentiality, security, data retention, subprocessors, international transfers, customer obligations, termination, governing law, and a two-party signature page.

14 Signature Page

Executed as of the Effective Date by the parties below. This DPA is incorporated into the underlying Master Services Agreement between the parties.

Customer (Controller)	StabilityLogic LLC (Processor)
Legal entity	StabilityLogic LLC
Signature: _____	Signature: _____
Printed name: _____	Printed name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Email for notices: _____	Email for notices: aqueelah@stabilitylogic.com
Address for notices: _____	Address for notices: 2108 N St, Ste N, Sacramento, CA 95816