Stannp Data Processing Agreement

This Business Associate Agreement ("**Agreement**") is entered into as of   , by and between:
                              , a company organized and existing under the laws of
                    , with a principal office located at   ("**Client**" or
"**Disclosing Party**"),

and

Stannp Inc, operating as Stannp.com, a company organized and existing under the laws of Colorado, with a principal office located at 6312 S Fiddlers Green Cir, Suite 350E, Greenwood Village, CO 80111 ("**Service Provider**").

1. Purpose and Scope

This Agreement sets out the terms for processing of Personal Information by the Service Provider **on behalf of the Client** in compliance with applicable U.S. Data Protection Laws and contractual requirements for data processing services in connection with the direct mail campaign automation and fulfilment services provided under the Principal Agreement.

2. Definitions

2.1 Data Protection Law Definitions

The following terms shall have the meanings consistent with applicable U.S. Data Protection Laws and industry standards:

2.1.1   **Personal Information** or **Personally Identifiable Information (PII)** means any information relating to an identified or identifiable natural person ('Data Subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.1.2   **Processing** means any operation or set of operations which is performed on Personal information or on sets of Personal information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction (and "Process" shall be construed accordingly).

2.1.3   **Client** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal information.

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2.1.4 **Service Provider** means a natural or legal person, public authority, agency or other body which processes Personal information on behalf of the Client.

2.1.5 **Third-Party Service Provider** means any Service Provider engaged by the Service Provider or by any other Third-Party Service Provider of the Service Provider who agrees to receive from the Service Provider Personal Information exclusively intended for processing activities to be carried out on behalf of the Client.

2.1.6 **Data Subject** means an identified or identifiable natural person to whom Personal Information relates.

2.1.7 **Data Breach** means a confirmed or suspected breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise processed.

2.1.8 **Supervisory Authority** means any applicable state or federal regulatory authority with jurisdiction over data protection matters, including state Attorneys General and the Federal Trade Commission (FTC).

2.1.9 **Sensitive Personal Information** means Personal Information that requires enhanced protection under applicable law, including but not limited to data covered under HIPAA, financial information under GLBA, or sensitive data categories defined in state privacy laws (e.g., health data, biometric data, genetic data, precise geolocation).

Note: *Processing of Protected Health Information (PHI) under HIPAA is governed by a separate Business Associate Agreement.*

2.2 Agreement-Specific Definitions

2.2.1 **Principal Agreement** means the Master Service Agreement (where applicable), Terms of Service, or other agreement governing the provision of services between the parties, under which Personal Information is processed.

2.2.2 **Platform** means the Stannp.com online direct mail automation platform and associated APIs through which the services are provided.

2.2.3 **Services** means the direct mail campaign automation and fulfilment services provided by the Service Provider under the Principal Agreement.

2.2.4 **Data Protection Laws** means applicable privacy and data protection laws, including but not limited to the Colorado Privacy Act (CPA), California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA), Virginia Consumer Data Protection Act (VCDPA), Connecticut Data Privacy Act (CTDPA), Utah Consumer Privacy Act (UCPA), federal privacy regulations (e.g., GLBA, HIPAA if

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applicable), and any other relevant U.S. federal or state laws governing the processing of Personal information.

2.2.5   **Client Data** means all Personal information provided by or on behalf of the Client to the Service Provider for Processing under this Agreement.

2.3 Interpretation

2.3.1   References to "in writing" or "written" include email and electronic communications through the Platform.

2.3.2   References to clauses, sections, or annexes are to those in this Agreement unless stated otherwise.

2.3.3   Any reference to a statute or statutory provision includes any subordinate legislation and shall be construed as references to such statute, provision, or legislation as amended, modified, or re-enacted from time to time.

3. Scope and Nature of Processing

3.1 Instructions: The Service Provider shall process Personal Information only on the documented instructions of the Client, as set out in this Agreement, the Terms of Service, the Client's configuration settings within the Platform, and any subsequent written instructions agreed between the parties.

3.2 Processing Details: The details of processing including categories of data, data subjects, nature, purpose, and duration are set out in **Annex A** (Description of Processing), **Privacy Policy** Section 3 (for operational details), and **Terms of Service** Clause 11 (for service-specific processing).

3.3 Invalid Instructions: The Service Provider shall not be obligated to follow instructions that violate applicable law or Data Protection Laws, exceed the scope of services in the Terms of Service, require processing for purposes other than direct mail services, or are unclear or contradictory without clarification.

4. Service Provider Obligations

The Service Provider agrees to:

4.1   Process Personal Information only on documented instructions from the Client, unless required by U.S. law. If such obligations exist for the Service Provider, it shall notify the Client thereof prior to processing, unless such notification is prohibited by law;

4.2   The Service Provider shall not:

4.2.1   Sell or share Personal Information as defined under the California Consumer Privacy Act;

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4.2.2　Retain, use, or disclose Personal Information for any purpose other than performing the Services;

4.2.3　Retain, use, or disclose Personal Information outside the direct business relationship with the Client;

4.2.4　Use the Personal Information for any commercial purpose other than providing the Services specified in this Agreement.

4.3　Ensure persons authorised to process Personal Information have committed to confidentiality;

4.4　Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, costs of implementation, and the nature, scope, context and purposes of processing, as detailed in Annex B;

4.5　Respect the conditions for engaging Third-Party Service Providers as set out in Section 5;

4.6　Assist the Client in responding to consumer rights requests under applicable Data Protection Laws (including but not limited to access, deletion, correction, portability, and opt-out rights under CCPA/CPRA, CPA, VCDPA, and other state privacy laws);

4.7　Assist the Client with compliance obligations including security assessments and breach notifications;

4.8　Delete or return Personal information upon termination as instructed by the Client;

4.9　Make available information necessary to demonstrate compliance and contribute to audits;

4.10　Immediately inform the Client if an instruction infringes Data Protection Laws.

4.11　CCPA Service Provider Certification: The Service Provider certifies that it understands the restrictions in Sections 4.1-4.10 and will comply with them, consistent with the California Consumer Privacy Act (Cal. Civ. Code § 1798.140(ag)(2)).

5. Use of Subcontractors

5.1 General Authorization: The Client provides general authorization for the Service Provider to engage subcontractors. A current list of subcontractors is available upon request.

5.2 Adding or Changing Third-Party Service Providers: The Service Provider shall notify the Client of intended changes at least 10 business days in advance. The Client may object within 10 business days on reasonable data protection grounds. If an objection cannot be resolved, the Client may terminate affected services with 30 days' written notice.

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5.3 Third-Party Service Provider Agreements: The Service Provider shall ensure Third-Party Service Providers are bound by data protection obligations no less protective than this Agreement and remains fully liable for Third-Party Service Provider performance.

6. Data Breach Response

6.1 Breach Notification: The Service Provider shall notify the Client without unreasonable delay and no later than required by applicable Data Protection Laws of becoming aware of a Data Breach.

6.2 Breach Information: Notification shall include available information about the nature, categories of data affected, likely consequences, and measures taken or proposed.

6.3 Cooperation: The Service Provider shall cooperate with the Client's incident response and regulatory notification requirements.

7. International Transfers

Processing under this Agreement will occur in the United States and the United Kingdom. All physical printing and mailing occurs in the United States. The Service Provider maintains appropriate safeguards for international data transfers as required by applicable Data Protection Laws.

Clients requiring all data processing to remain in the United States may request US-only processing. Personal Information will not be transferred to any other countries.

8. Audit Rights

The Client may audit the Service Provider's compliance with this Agreement upon 30 days' written notice, no more than annually (unless required by law or following a breach), and at Client's expense (unless material non-compliance is found). The Service Provider shall provide information and assistance reasonably required for audits.

9. Liabilities and Indemnities

As set out in the Terms of Service, save that nothing limits liability for breaches of Data Protection Laws.

10. Term and Termination

This Agreement remains in effect for the duration of the services provided under the Terms of Service. Upon termination, the Service Provider shall, at Client's choice, delete or return all Personal information unless retention is required by law.

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11. Governing Law

This Agreement is governed by the laws of the State of Colorado. The courts of Colorado have exclusive jurisdiction.

12. Client Obligations

The Client shall:

- Ensure lawful basis exists for all processing instructions

- Provide clear, lawful, and documented instructions

- Respond promptly to requests for clarification

- Ensure accuracy of data provided to Service Provider

- Handle consumer rights requests directed to them

- Maintain appropriate privacy notices for data subjects

- Comply with all applicable Data Protection Laws

Signatures

CLIENT:

Signed:

Name:

Title:

Date:

STANNP INC:

Signed:

Name:

Title:

Date:

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ANNEX A - Description of Processing

Aspect	Details
Categories of Personal information	
Source of Personal information	
Purpose of processing	
Start Date and Duration	The processing shall begin on and continues for an indefinite period until termination of this Agreement by either party.
Type of Personal information	
Categories of Data Subjects	
Location of processing	
Client obligations	

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Item	Description
Categories of Personal information	
Source of Personal information	
Purpose of Processing	
Categories of Data Subjects	
Duration of Processing	Campaign duration plus
Processing Activities	Data intake, normalization, validation, deduplication, address standardization, print asset generation, campaign execution, mailing handoff, tracking, secure deletion
Location of Processing	

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ANNEX B – Security Measures

Technical Controls

Stannp's technical controls provide comprehensive defense-in-depth security across all infrastructure layers and application components.

Access & Identity Management

- **Least Privilege & RBAC:** Role-based access with minimum necessary permissions

- **Just-In-Time Access:** Azure AD two-factor authentication with 3-hour session limits

- **Session Controls:** 1-hour application token expiration and automated account lifecycle management

Data Protection

- **Encryption:** 256-bit AES (at rest), TLS 1.2/1.3 (in transit), Azure Key Vault key management

- **Backup & Retention:** Encrypted backups with customer-controlled retention and self-service deletion

Network & Infrastructure Security

- **Segmentation:** Multi-tiered security zones with regional separation

- **Environment Isolation:** Separate virtual networks for development, staging, and production

- **Perimeter Defense:** Multi-layered Azure firewalls plus Layer 7 WAF

System Security & Monitoring

- **Endpoint Protection:** Microsoft Defender, host-based IDS/IPS, and firewalls

- **Monitoring:** SIEM system with comprehensive audit logging and daily automated reviews

- **Integrity Validation:** Qualys and Azure Security Assessment tools for system integrity

Vulnerability Management

- **Scanning:** Monthly vulnerability assessments for applications and infrastructure

- **Remediation:** Risk-based patching (14-28 days for applications, 30 days for infrastructure)

- **Tools:** Azure Defender, GitHub Security Advisory, Qualys, Security Scorecard

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Application Security

- **Secure Development:** OWASP Top 10 integration with input validation and secure error handling

- **Testing:** Monthly web application vulnerability scans for SQL injection, XSS, and other threats

Multi-Tenancy & Business Continuity

- **Data Isolation:** Unique account IDs with regional and network-based tenant separation

- **Disaster Recovery:** Azure-managed backup services with tested DR plans and manual processing fallback capabilities

Organizational Controls

Stannp's organizational controls provide the governance framework supporting its technical security measures through policy, process, and procedural safeguards.

Security Governance & Leadership

- **Policy Framework**: A suite of comprehensive security policies covering all operational aspects

- **Security Leadership**: Dedicated Compliance team overseeing information security functions and compliance

- **Access Management**: CTO-controlled access provisioning for trusted employees only

Compliance & Standards

- **Certifications**: ISO 27001, ISO 9001, PCI-DSS compliance

- **Supplier Requirements**: Third-party vendors must maintain SOC2 and HIPAA compliance to process PII

Personnel Security

- **Background Screening**: Mandatory background checks for all employees/contractors

- **Access Controls**: No vendor access to infrastructure; formal leavers process for access revocation

- **Training Programs**: Annual security awareness training plus role-specific training for developers and system administrators

Incident Response & Business Continuity

- **Incident Management**: Documented customer notification and response process with defined SLA timeframes

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- **Disaster Recovery**: Annual review of tested DR plans with clear RPO/RTO targets and established command structure

- **Recovery Capabilities**: Manual processing methods and backup SFTP systems for service continuity

Operational Governance

- **Change Management**: Formal change request process with stakeholder approval and documentation

- **Physical Security**: All data center security controls managed by Microsoft Azure infrastructure

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