



REGULACORE

Data Processing Addendum

Standard controller-to-processor terms for customer review

VERSION	1.0
PUBLISHED	July 27, 2026
OWNER	RegulaCore Security & Privacy

Evidence-backed transparency for enterprise security and procurement review.

Status of this document

This standard DPA is provided for procurement and legal review. It becomes binding only when incorporated into an executed agreement or countersigned by authorized representatives of both parties. Customers should obtain their own legal advice.

1. Parties and Scope

This Data Processing Addendum (DPA) forms part of the agreement between RegulaCore Inc. (Processor) and the customer identified in the applicable order form (Controller). It governs RegulaCore's processing of Personal Data on the Controller's behalf in connection with the RegulaCore service.

This DPA applies to processing subject to applicable data-protection laws, including the EU GDPR, UK GDPR, and U.S. state privacy laws to the extent applicable to the parties and processing.

2. Definitions

- Personal Data means information relating to an identified or identifiable natural person processed on the Controller's behalf.
- Processing means any operation performed on Personal Data, including collection, storage, retrieval, use, disclosure, erasure, or destruction.
- Subprocessor means a third party engaged by RegulaCore to process Personal Data on the Controller's behalf.
- Data Subject means the person to whom Personal Data relates.

3. Processing Details

Element	Description
Subject matter	Providing EHS, quality, training, audit, ISO readiness, and related compliance workflows.
Duration	The service term plus the documented deletion or retention period.
Data subjects	Authorized users, customer personnel, contractors, suppliers, and people referenced in customer records.
Data types	Identity and contact data, job information, training records, incident and injury details, audit records, IP addresses, and usage metadata.
Purpose	Operating, securing, supporting, and improving the contracted service on documented customer instructions.

4. Processor Obligations

- Process Personal Data only on documented instructions from the Controller unless applicable law requires otherwise.
- Ensure authorized personnel are bound by appropriate confidentiality obligations.
- Maintain technical and organizational measures appropriate to the risk.
- Provide reasonable assistance with Data Subject requests, security obligations, and regulatory inquiries.
- Notify the Controller without undue delay after becoming aware of a Personal Data breach, subject to applicable law and the governing agreement.
- Delete or return Personal Data at termination as directed, unless applicable law requires retention.

5. Security Measures

- HTTPS for data in transit and Cloudflare-provided AES-256 encryption at rest for D1 and R2.
- Authenticated tenant context, tenant-scoped authorization and queries, and tenant-namespaced object storage.
- Role-based access control and audit logging for supported workflows.
- Authentication-secret bindings that fail closed when missing.
- Vulnerability intake, severity-based triage, and remediation tracking.
- Business-continuity, recovery, and incident-response procedures appropriate to the service.

6. Subprocessors

The Controller grants general authorization for the subprocessors listed below. RegulaCore will provide notice of a material new subprocessor as required by the governing agreement and applicable law.

Subprocessor	Purpose	Primary location
Cloudflare, Inc.	Infrastructure, CDN, edge compute, D1, R2, and related platform services	Global
Stripe, Inc.	Payment processing	United States
PayPal Holdings, Inc.	Payment processing	United States
Resend, Inc.	Transactional email delivery	United States
OpenAI, LLC	Optional AI-assisted features when enabled for the applicable service	United States

7. International Transfers

Where required, the parties will use an applicable transfer mechanism, such as the European Commission Standard Contractual Clauses and the UK International Data Transfer Addendum. Any required module selection, annexes, and transfer details will be completed in the executed DPA or service agreement.

8. Data Subject Rights

Taking into account the nature of processing, RegulaCore will provide reasonable assistance to the Controller in responding to valid requests for access, correction, deletion, restriction, portability, or objection. RegulaCore will forward requests received directly where the Controller is responsible for the response.

9. Security Incidents

RegulaCore will provide available information reasonably required for the Controller to understand the nature, scope, likely consequences, and remediation of a confirmed Personal Data breach. Notification is not an admission of fault or liability.

10. Audit Information

RegulaCore will make available information reasonably necessary to demonstrate compliance with this DPA. The parties will first use current documentation and remote evidence review. Additional audits require reasonable notice, confidentiality protections, limited disruption, and mutually agreed scope and cost allocation, except where applicable law requires otherwise.

11. Return and Deletion

At termination, RegulaCore will delete or return Personal Data in accordance with the Controller's documented instructions, the governing agreement, and applicable retention obligations. Backup deletion may occur through the ordinary secure expiration cycle.

12. Order of Precedence

If this DPA conflicts with the governing service agreement on Personal Data processing, this DPA controls to the extent of the conflict. All other terms of the governing agreement remain in effect.

Contacts

DPA, privacy, and security requests: support@regulacore.com

RegulaCore Inc., 500 Navarro St, 2nd Floor, PMB 7096, San Antonio, TX 78205, United States



Signature Page

Accepted and agreed by the authorized representatives below. This signature page should reference the governing agreement or order form.

REGULACORE INC.	CONTROLLER
Signature: _____	Legal name: _____
Name: _____	Signature: _____
Title: _____	Name / title: _____
Date: _____	Date: _____