

Data Processing Agreement (DPA)

Version 1.0 · Effective 2026-06-03 · Pursuant to Article 28 of Regulation (EU) 2016/679 (GDPR)

This Data Processing Agreement (“DPA”) forms part of the Agreement between _____ (the “Controller”) and **SeoKestrel** (the “Processor”) and governs the Processor’s processing of Personal Data on behalf of the Controller.

1. Subject Matter & Duration

The Processor processes Personal Data to provide the SeoKestrel SEO analytics platform to the Controller. This DPA remains in force for the duration of the Agreement and for as long as the Processor processes Personal Data on the Controller’s behalf.

2. Nature & Purpose of Processing

Collection, aggregation, storage, analysis and presentation of SEO performance data and related account information for the Controller’s websites and end users.

3. Categories of Personal Data & Data Subjects

Category of data	Data subjects
Platform account data (name, email, role)	Controller’s authorised users
OAuth identifiers (Google Search Console)	Controller’s authorised users
Aggregate SEO metrics (rankings, traffic, CWV)	Visitors to the Controller’s websites (aggregate, non-identifying)

4. Obligations of the Processor

The Processor shall:

- process Personal Data only on documented instructions from the Controller;
- ensure persons authorised to process Personal Data are bound by confidentiality;
- implement the technical and organisational measures set out in Annex 2;
- assist the Controller in responding to data subject requests (Art. 15–22);
- assist the Controller with security, breach notification and DPIA obligations (Art. 32–36);
- delete or return all Personal Data at the end of the Agreement, per Section 8;
- make available all information necessary to demonstrate compliance and allow for audits.

5. Sub-Processors

The Controller provides general authorisation for the Processor to engage the sub-processors listed below. The Processor imposes data-protection obligations on each sub-processor no less protective than those in this DPA, and remains liable for their performance. The current list is published at <https://seokestrel.com/subprocessors>.

Sub-processor	Purpose	Location
Brevo (Sendinblue SAS)	Transactional email	France
Cloudflare Inc.	CDN, DDoS protection, WAF (data in transit only)	USA / global edge
DataForSEO LLC	SEO data API (public web data, no PII)	Cyprus
GitHub Inc.	Source code hosting, CI/CD coordination (no customer data)	USA
Google Ireland Ltd.	Google Search Console API, OAuth (OAuth identifiers)	Ireland (EU entity)
Hetzner Online GmbH	Hosting, storage, backups	Finland (server), Germany (HQ)
Mistral AI	LLM + embeddings for content briefs (prompts only, no PII)	France
Plausible Insights OÜ	Web analytics for the platform (aggregate only)	Germany (hosting)

6. International Transfers

Personal Data is processed within the EU/EEA. Where a sub-processor is located outside the EEA (e.g. CDN/WAF edge), transfers are governed by Standard Contractual Clauses and limited to data in transit only.

7. Security (Annex 2 summary)

Encryption in transit (TLS) and at rest for sensitive columns; role-based access control; multi-factor authentication; audit logging (7-year retention); encrypted daily backups; documented incident response with 24-hour authority notification.

8. Return & Deletion of Data

On termination, the Processor deletes or returns all Personal Data within 30 days, save where Union or Member State law requires retention.

9. Audit

The Processor makes available compliance documentation (ROPA, sub-processor list, security measures) and supports audits at reasonable intervals.

Controller

Name: _____

Email: _____

Date: _____

Processor — SeoKestrel

Name: _____

Email: privacy@seokestrel.com

Date: _____