

TreeTalk Node — Data Processing Agreement (DPA)

Version 1.0 — Last Updated: 20 Nov 2025

This Data Processing Agreement ("DPA") forms part of the commercial agreement ("Main Agreement") between:

- TreeTalk ("Vendor", "Processor")
- The Enterprise Client ("Client", "Controller")

concerning the provision and use of **TreeTalk Node** ("Software").

This DPA governs the processing of Personal Data (if any) by Vendor on behalf of Client and ensures compliance with applicable data protection laws.

1. Definitions

1.1 "Personal Data"

Any information relating to an identified or identifiable natural person, as defined by applicable data protection laws.

1.2 "Processing"

Any operation performed on Personal Data, including collection, storage, transmission, or deletion.

1.3 "Controller"

The entity that determines the purposes and means of processing — the Client.

1.4 "Processor"

The entity that processes Personal Data on behalf of the Controller — TreeTalk.

1.5 "Subprocessor"

Any third party engaged by the Processor to assist in processing Personal Data.

1.6 “Applicable Data Protection Law”

Laws governing the processing of personal data, including (where relevant):

- GDPR
 - UK GDPR
 - CCPA/CPRA
 - Local data protection regulations applicable to the Client
-

2. Nature of Processing

TreeTalk Node is designed to operate **entirely within the Client’s local network**.

The Software processes:

- **Files, chats, LAN metadata** locally and **never transmits them** to Vendor.
- Vendor may process minimal data only for:
 - License activation
 - Device authentication
 - Optional diagnostics
 - Customer support

The Processor does **not** access or process Client content (files, messages, internal logs).

3. Categories of Personal Data Processed

Vendor may process the following **limited categories**:

3.1 Required for License Activation

- License key

- Hardware fingerprint (non-reversible)
- OS version and edition
- Basic device characteristics

No user identity data is required.

3.2 Optional Diagnostics (disabled by default)

- Error logs
- Performance metrics
- Crash reports

These may contain system-level metadata but **not** file names, chat text, or user content.

3.3 Support Communications

If Client voluntarily provides information to TreeTalk Support, it may include:

- Contact details (name, email)
- Screenshots or logs
- Technical descriptions

Vendor processes this data solely to assist the Client.

4. Purpose and Instructions

Vendor shall process Personal Data **only**:

- According to Client's documented instructions
- As necessary to provide the Software and related services
- As required by applicable law

Vendor shall not process Personal Data for:

- Advertising

- Profiling
 - Data monetization
 - Analytics unrelated to the Client's use
 - Any purpose other than delivering the contracted service
-

5. Confidentiality

Vendor shall ensure that employees and contractors:

- Are bound by confidentiality obligations
 - Receive appropriate training
 - Access data only as required to perform their duties
-

6. Security Measures

Vendor shall maintain organizational and technical measures including:

- Encryption of data in transit (HTTPS/TLS)
- Secure storage of activation metadata
- Access control and authentication enforcement
- Network segmentation of internal systems
- Event logging and breach detection
- Periodic vulnerability assessments

Vendor shall document these measures and update them periodically.

7. Subprocessors

Vendor does **not currently use subprocessors** to process Personal Data.

If Vendor engages a Subprocessor:

- Vendor must notify Client in advance
 - Client may object for legitimate reasons
 - Vendor remains responsible for Subprocessor compliance
-

8. International Data Transfers

Vendor does not intentionally transfer Client data outside the region.

Activation data processed by Vendor may be transmitted to Vendor's secure servers in its operational jurisdiction.

If required by law:

- Appropriate safeguards such as SCCs (Standard Contractual Clauses) will be used.
-

9. Data Subject Requests

Since TreeTalk Node does not store or process Client content:

- Vendor typically cannot respond to data subject requests directly.
- Vendor will assist Client only to the extent technically feasible and legally required.

Client is solely responsible for managing:

- Access requests
 - Correction or deletion requests
 - Objections or restrictions
 - Other rights under applicable law
-

10. Data Retention

Vendor retains:

- Activation data: for the duration of the license
- Diagnostic data: max **12 months**, if enabled
- Support communications: for the duration of the support case

Data may be retained longer where legally required.

11. Breach Notification

Vendor shall notify Client **without undue delay** if a Personal Data breach occurs that affects data processed on behalf of Client.

Notification shall include:

- Nature of the breach
- Categories of affected data
- Mitigation steps taken
- Recommended actions for Client

Vendor is not responsible for breaches resulting from:

- Client misconfiguration
 - Client's network environment
 - Third-party security failures unrelated to Vendor
-

12. Audit Rights

Upon reasonable written notice:

- Client may request documentation to verify compliance.
- Vendor will provide certificates, summaries, or policies as appropriate.

- On-site audits may be granted under controlled conditions, without exposing sensitive infrastructure.

Costs of audits are borne by the requesting party unless Vendor is found materially non-compliant.

13. Deletion or Return of Data

Upon termination of the Main Agreement or upon written request:

- Vendor will delete or anonymize all personal data it controls, unless retention is required by law.
- Activation logs tied to expired licenses will be securely purged.

Client is solely responsible for removing the Software from its devices.

14. Liability

Vendor's liability under this DPA is subject to the limitations outlined in the Main Agreement. Vendor shall not be liable for:

- Loss of Client content not processed by Vendor
 - Breaches caused by Client infrastructure
 - Unauthorized use of license keys by Client personnel
-

15. Term and Termination

This DPA remains in effect as long as:

- The Main Agreement remains active
- Vendor processes data on behalf of Client

Both parties may terminate this DPA where permitted by the Main Agreement.

16. Contact Information

Please contact TreeTalk at [our contact page.\]\]\(https://tree-talk.com\)](https://tree-talk.com)
