

Data Processing Agreement

Requiems API — Template · Effective February 1, 2026

This Data Processing Agreement ("DPA") is entered into between:

Data Controller ("Client"): [CLIENT COMPANY NAME], [CLIENT ADDRESS]

Data Processor ("Processor"): Bobadilla Technologies, operated by Eliaz Bobadilla, contact: eliaz@bobadilla.tech, providing the Requiems API service.

This DPA supplements and forms part of the Master Subscription Agreement or Terms of Service between the parties. In the event of conflict, this DPA prevails with respect to data processing matters.

1. Definitions

"Personal Data" means any information relating to an identified or identifiable natural person.

"Processing" means any operation performed on Personal Data.

"Controller" means the entity that determines the purposes and means of processing Personal Data.

"Processor" means the entity that processes Personal Data on behalf of the Controller.

"Sub-processor" means any third party engaged by the Processor to process Personal Data.

2. Subject Matter and Duration

The Processor provides API-based data processing services as described in the service agreement. This DPA remains in effect for the duration of the service agreement and terminates automatically upon its expiration or termination.

3. Nature and Purpose of Processing

- Purpose: Delivery of API responses as requested by the Controller
- Type of Personal Data: Temporary data payloads submitted via API endpoint
- Categories of Data Subjects: End users of the Controller's applications, if applicable
- Retention Period: 0 seconds — data is purged instantly from volatile server memory upon HTTP response delivery

IMPORTANT: The Processor's architecture is stateless. Submitted payloads are processed entirely in volatile server memory (RAM) and are permanently purged the moment the HTTP response is delivered. The Processor maintains no database, cache, or log of submitted payload content. The Processor cannot recover, produce, or disclose submitted data because it does not persist beyond the request lifecycle.

4. Processor Obligations

- Process Personal Data only on documented instructions from the Controller
- Ensure that persons authorized to process data are bound by confidentiality
- Implement appropriate technical and organizational security measures
- Assist the Controller in ensuring compliance with GDPR Articles 32-36
- Delete or return all Personal Data upon termination of services
- Provide all information necessary to demonstrate compliance with this DPA

5. Sub-processors

The Processor engages the following sub-processors in delivering the service:

- Hetzner Online GmbH (Germany/EU) — Compute infrastructure. ISO/IEC 27001 certified.
- Cloudflare, Inc. (USA, EU data routing) — Network perimeter, TLS termination, DDoS protection.

The Processor will notify the Controller of any intended changes to sub-processors with reasonable advance notice, providing the Controller the opportunity to object.

6. Security Measures

- TLS 1.3 encryption for all data in transit
- Zero data retention for API payloads — volatile memory processing only
- High-entropy API key authentication per account
- DDoS mitigation and WAF protection via Cloudflare
- Physical security via Hetzner ISO 27001 certified facilities
- Access controls limiting server access to authorized personnel only

7. Data Breach Notification

In the event of a personal data breach, the Processor shall notify the Controller without undue delay and, where feasible, within 72 hours of becoming aware of the breach. Notification shall be sent to the Controller's designated contact. Security contact: eliaz@bobadilla.tech

8. Data Subject Rights

Given the stateless architecture, the Processor does not retain submitted payload data. The Processor cannot fulfill data subject access, erasure, or portability requests for submitted payload content because such data does not persist beyond the request lifecycle. The Controller is responsible for exercising data subject rights with respect to data they control.

9. Termination and Data Deletion

Upon termination of the service agreement, the Processor confirms that no submitted payload data persists to delete, given the stateless architecture. Account metadata (email, API keys, usage counts) will be deleted within 30 days of written request.

10. Governing Law

This DPA shall be governed by [JURISDICTION — e.g., the laws of the Republic of Peru / the European Union / the State of Delaware]. Any disputes shall be resolved in the courts of [JURISDICTION].

Signatures

For the Data Controller:

Name: _____

Title: _____

Date: _____

Signature: _____

For Bobadilla Technologies (Data Processor):

Name: Eliaz Bobadilla

Title: Founder

Date: _____

Signature: _____