

## Data Processing Agreement

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<b>Company:</b>	InboxTidy Ltd.
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## 1. Purpose

This Data Processing Agreement (“DPA”) sets out the terms under which InboxTidy Ltd. provides software that interacts with personal data within the Customer’s Microsoft 365 tenant.

This DPA is intended to support compliance with:

- UK GDPR
- EU GDPR

## 2. Revision History

Revision	Change Description	Date (DD-MMM-YYYY)
1.0	Initial Draft	28-04-2026

## 3. Sign-Off

Version	Signed off by	Position	Date (DD-MMM-YYYY)
1.0	Steve Brown	CEO and Founder	28-04-2026

## 4. Roles of the Parties

### 4.1. Customer Role

The Customer acts as the **Data Controller** for all personal data contained within its Microsoft 365 environment.

### 4.2. Provider Role

InboxTidy Ltd. acts as a Software Provider.

#### *Important Clarification:*

- InboxTidy does not access, store, or process personal data outside the Customer’s tenant
- InboxTidy does not act as a traditional Data Processor of email content

Where applicable (e.g. limited telemetry), InboxTidy may act as a Data Processor for minimal operational data only.

## 5. Nature of the Service

InboxTidy provides:

- AI-assisted email categorisation



- Draft response generation
- Inbox organisation capabilities

All functionality executes **within the Customer's Microsoft 365 tenant boundary**.

## 6. Categories of Data

### 6.1. Customer Data (In-Tenant Only)

Processed exclusively inside the Customer environment:

- Email content and attachments
- Sender/recipient details
- Metadata and classifications

Provider Access: None

### 6.2. Operational Data (Limited Scope)

Processed by InboxTidy Ltd. where applicable:

- System logs (non-content)
- Error diagnostics (excluding email body/content)
- Usage metrics (aggregated or pseudonymised where possible)

## 7. Processing Details (Article 28 Alignment)

<b>Requirement</b>	<b>Position</b>
Subject matter	Provision of InboxTidy software
Duration	Term of customer agreement
Nature	Automated classification and drafting inside tenant
Purpose	Productivity enhancement
Data types	See Section 4
Data subjects	Customer employees, contacts, correspondents

## 8. Instructions

InboxTidy processes operational data only:

- On documented instructions from the Customer
- As necessary to provide and support the service

Processing of email content is executed solely inside the Customer's tenant and under Customer control.



## 9. Security Measures

InboxTidy is designed with a tenant-contained security model:

- No external transmission of email content
- Reliance on Microsoft 365 security controls (identity, access, encryption)
- Least-privilege access design
- No persistent storage of customer email data by Provider

## 10. Subprocessors

InboxTidy Ltd.:

- Does not appoint subprocessors for handling customer email content
- May use subprocessors for operational services (e.g. hosting telemetry), limited to non-content data

A current list of sub processors (if applicable) will be made available upon request.

## 11. International Transfers

InboxTidy does not transfer customer email data outside the Customer's tenant.

Any transfers of operational data will comply with applicable data protection laws and safeguards.

## 12. Data Subject Rights

Given the architecture:

- InboxTidy does not control or store customer email data
- The Customer is solely responsible for handling:
  - Access requests
  - Erasure requests
  - Rectification requests

InboxTidy will assist where required and technically feasible.

## 13. Data Breach Notification

InboxTidy Ltd. will notify the Customer without undue delay if:

- A personal data breach occurs affecting **operational data under its control**

For clarity:

- Breaches inside the Customer tenant fall under the Customer's Microsoft 365 security responsibility



## 14. Audit Rights

Given the architecture:

- InboxTidy does not host or process customer email data externally
- Audit scope is therefore limited to:
  - Security design
  - Operational data handling controls

InboxTidy will provide reasonable documentation to support compliance reviews.

## 15. Data Retention and Deletion

- InboxTidy does not retain customer email data
- Operational data is retained only as necessary for:
  - Service delivery
  - Security and diagnostics

Retention periods will be defined and minimised.

## 16. Liability and Limitation

Liability related to personal data processing is limited to:

- Processing activities performed by InboxTidy Ltd. (i.e. operational data only)

The Customer retains responsibility for:

- Data within its Microsoft 365 tenant
- Configuration, access, and retention policies

## 17. Termination

Upon termination:

- InboxTidy ceases interaction with the Customer tenant
- No customer email data remains with InboxTidy (as none is stored)
- Operational data is deleted in accordance with retention policies

## 18. Governing Law

This DPA shall be governed by the laws of:

- England and Wales (unless otherwise agreed)