

SPECTRE WORKFLOWS

Data Processing Agreement

Effective 22 October 2026 | PYRICATO PRODUCTIONS LLC

Parties. The customer ("Controller") and PYRICATO PRODUCTIONS LLC, operating as Spectre Workflows ("Processor").

1. **Subject matter.** The Processor processes personal data in the customer's workspaces only to provide Spectre as described in the proposal or plan.

2. **Instructions.** The Processor acts only on the Controller's documented instructions (the product settings and this agreement), unless the law requires otherwise.

3. **Types of data and people.** Employees, candidates, learners, customers, suppliers and other contacts the Controller uploads: names, contact details, job and training records, transaction records, notes.

4. **Confidentiality.** Everyone at Spectre with access is bound by confidentiality.

5. **Security.** The measures on the [Security page](#) apply as a minimum.

6. **Sub-processors.** Listed on the [Sub-processors page](#). The Processor gives **30 days'** notice of new sub-processors; the Controller may object on reasonable grounds.

7. **Assistance.** The Processor helps the Controller answer data-subject requests and meet its obligations under UAE PDPL, DIFC/ADGM data protection law and GDPR where applicable.

8. **Breach notification.** The Processor notifies the Controller **without undue delay and within 48 hours** of becoming aware of a personal-data breach affecting the Controller's data, with what's known and what's being done.

9. **International transfers.** Covered by appropriate safeguards (e.g. standard contractual clauses) where required.

10. **Return and deletion.** At the end of service, the Controller can export everything; the Processor deletes the data within **30 days** unless the law requires keeping it.

11. **Audits.** The Processor provides information needed to show compliance, and allows reasonable audits on **30 days'** notice, at most once a year.

12. **Liability.** As in the main agreement.