Data Processing Agreement

BentoBits Inc. · Version: 2026-09 · support@rowseta.com

1. Parties and Application

This Data Processing Agreement (the “DPA”) is between BentoBits Inc. (“Processor”) and the organization identified in the accepted Terms of Service and account records (“Customer” or “Controller”). BentoBits Inc. provides the Rowseta software service (the “Service”).

This DPA is incorporated into the Terms of Service and applies automatically to the extent Processor processes personal data on behalf of Controller. It is binding when the Customer accepts the Terms.

2. Processing Details

Subject matter	Personal data processed to provide the Service.
Duration	For the term of the Customer account and until personal data is deleted or returned under Section 9.
Nature and purpose	Receiving, storing, organizing, retrieving, querying, transmitting, displaying, securing, supporting, backing up, and deleting data as configured by Controller to provide the Service.
Personal data	Names, work email addresses, user and role identifiers, learning-management-system identifiers, enrollments, course activity, grades, report content, account configuration, audit records, and other data selected by Controller.
Data subjects	Controller’s learners, instructors, staff, administrators, contractors, and other authorized users.
Controller rights and obligations	Controller determines the purposes and lawful basis of processing; provides lawful documented instructions; has authority to provide the personal data; manages its users and access settings; and responds to data subjects unless assistance is required under this DPA.

3. Documented Instructions

Processor will process personal data only on Controller’s documented instructions, including instructions in the agreement, account configuration, and use of the Service, and including instructions concerning international transfers. If law requires other processing, Processor will inform Controller before processing unless the law prohibits that notice. Processor will promptly inform Controller if, in Processor’s opinion, an instruction infringes applicable data protection law.

4. Confidentiality

Processor will ensure that persons authorized to process personal data are bound by confidentiality obligations and access personal data only as necessary to perform their duties.

5. Security

Processor will implement appropriate technical and organizational measures required by applicable data protection law, taking into account the state of the art, implementation cost, and the nature, scope, context, purposes, and risks of processing. Measures will address, as appropriate, confidentiality, integrity, availability, resilience, restoration, and regular assessment of safeguards.

6. Sub-processors

Controller gives Processor general written authorization to engage sub-processors as necessary to provide the Service. Processor will inform Controller of an intended addition or replacement before the change and give Controller an opportunity to object on data-protection grounds.

Processor will impose on each sub-processor, by contract or other binding legal act, data-protection obligations that provide the protection required by this DPA. Processor remains responsible to Controller for the sub-processor's performance of those obligations.

7. Data Subject Requests

Taking into account the nature of processing, Processor will assist Controller through appropriate technical and organizational measures, insofar as possible, to respond to requests by data subjects exercising rights under applicable data protection law.

8. Security Incidents and Compliance Assistance

Processor will notify Controller without undue delay after becoming aware of a personal data breach affecting personal data processed under this DPA.

Taking into account the nature of processing and information available to Processor, Processor will assist Controller with obligations concerning security of processing, breach notifications, data-protection impact assessments, and prior consultation with a supervisory authority.

9. Return or Deletion

At the end of the processing services, Processor will, at Controller's choice, delete or return the personal data and delete existing copies, unless applicable law requires storage. Controller may exercise available export and deletion functions in the Service or contact support@rowseta.com to communicate its choice.

10. Information and Audits

Processor will make available information necessary to demonstrate compliance with the obligations applicable to Processor under this DPA and will allow for and contribute to audits, including inspections, conducted by Controller or an auditor mandated by Controller.

11. International Transfers

Processor will transfer personal data to a third country or international organization only on Controller's documented instructions and in compliance with applicable transfer requirements. If a transfer requires Standard Contractual Clauses or another customer-specific mechanism, Controller and Processor must complete that mechanism separately. This standard DPA does not select an SCC module, complete customer-specific SCC terms, or represent that a transfer assessment has been completed.

12. Order and Term

If this DPA conflicts with the Terms concerning processing of personal data, this DPA controls. A mandatory transfer mechanism controls over this DPA for the transfer it governs. This DPA ends after Processor has completed the return or deletion required by Section 9.

> **Contact:** support@rowseta.com