

DPA Cover Letter Template

This is the cover letter that accompanies the canonical Mabble Data Processing Agreement (DPA) when sent to a Controller for execution. The canonical DPA body is the standard Mabble DPA at `docs/compliance/dpa_template.md` (the body of which incorporates SCC Module 2 by reference when EU personal data is in scope; see the dedicated SCC Module 2 cover letter at `internal/compliance/SCC_module_2_cover_letter.md` for the SCC-specific cover).

The DPA is the GDPR / UK GDPR Art. 28 contract and the CCPA Service-Provider contract in one instrument; SCC Module 2 (or UK IDTA) is annexed when the processing involves an international transfer.

Placeholders:

- `<CONTROLLER NAME>` - Controller legal name
- `<CONTROLLER ADDRESS>` - Controller registered address
- `<CONTROLLER CONTACT>` - named individual receiving the DPA
- `<CONTROLLER TITLE>` - title of the named individual
- `<EFFECTIVE DATE>` - proposed effective date
- `<MABBLE SIGNER NAME>` - Mabble authorised signatory
- `<MABBLE SIGNER TITLE>` - title of the Mabble signatory
- `<DEAL REFERENCE>` - internal Compliance Office reference (e.g., DPA-2026-NN)
- `<JURISDICTIONS>` - list of jurisdictions whose residents' data is in scope (e.g., "EU, UK, California")
- `<DPO CONTACT>` - Controller's DPO contact (if appointed)

Cover letter (copy-paste into Word / Google Doc / e-signature platform)

```
Mabble, Inc. (d/b/a "Helix")  
[Mabble registered address - Delaware]  
sales@mabble.ai  
+1 (XXX) XXX-XXXX
```

```
[Date]
```

```
<CONTROLLER CONTACT>  
<CONTROLLER TITLE>  
<CONTROLLER NAME>  
<CONTROLLER ADDRESS>
```

```
Re: Data Processing Agreement - Mabble Helix Vault Platform  
Mabble reference: <DEAL REFERENCE>  
Jurisdictions covered: <JURISDICTIONS>
```

Dear <CONTROLLER CONTACT>,

This letter accompanies the Mabble Helix Data Processing Agreement ("DPA"), proposed effective <EFFECTIVE DATE>, between <CONTROLLER NAME> ("Controller") and Mabble, Inc., doing business as "Helix" ("Processor"). The DPA implements:

- GDPR Art. 28(3) and Art. 32 (Regulation (EU) 2016/679);
- UK GDPR Art. 28(3) and the UK Data Protection Act 2018;
- California Consumer Privacy Act (CCPA) / California Privacy Rights Act (CPRA) Service-Provider obligations at California Civil Code §1798.140(ag) and §1798.100(d);
- Where applicable, an annexed transfer mechanism (EU Standard Contractual Clauses Module 2 per Commission Implementing Decision (EU) 2021/914, or the UK International Data Transfer Agreement / Addendum to the EU SCCs).

1. Identification of the parties

Controller:

Legal name: <CONTROLLER NAME>
Address: <CONTROLLER ADDRESS>
Contact: <CONTROLLER CONTACT>, <CONTROLLER TITLE>
DPO contact: <DPO CONTACT>

Processor:

Legal name: Mabble, Inc., doing business as "Helix"
State of incorporation: Delaware
Address: [Mabble registered address]
EU representative under Art. 27 (if required): [Mabble EU rep to be appointed prior to launch; interim contact is the Compliance Office]
Compliance contact: sales@mabble.ai

2. Subject matter and scope

Processor processes personal data on behalf of Controller for the following services rendered under the parties' master agreement:

- (a) Hosting and storage of personal data in the Mabble Helix vault platform;
- (b) Provision of identity, access, and audit services;
- (c) Subject-rights (Art. 15-22) fulfilment tooling;
- (d) Sub-processor management and breach notification.

The categories of data subjects, categories of personal data, special-category data (Art. 9) flags, retention period, and purposes of processing are set out in Annex I to the DPA body. Annex I uses the format prescribed by the EU SCC Module 2 so that the same Annex serves both the DPA and the SCC when EU personal data is in scope.

3. Effective date and term

The DPA shall be effective on <EFFECTIVE DATE> and shall continue in effect for the term of the underlying master agreement, subject to the survival provisions in Section 11 (return or destruction of personal data on termination).

4. Reference to the DPA body and Annexes

The substantive obligations are set out in the DPA body, which is attached as Annex A and is incorporated by reference. Notable provisions include:

- §3 Instructions of the Controller (Processor processes personal data only on documented instructions; refusal right where an instruction would violate GDPR or other applicable law);
- §4 Confidentiality;
- §5 Security of processing (Art. 32) - references the Mabble Helix technical and organisational measures in Annex II;
- §6 Sub-processors (Art. 28(2) and Art. 28(4)) - general written authorisation with >=30 days advance notice;
- §7 Subject rights (Art. 12-22) - assistance to Controller;
- §8 Personal data breach (Art. 33 / 34) - Processor notifies Controller without undue delay and in any event within 48 hours of becoming aware;
- §9 DPIA / prior consultation assistance (Art. 35 / 36);
- §10 Records of processing activities (Art. 30(2)) - Processor maintains its records and makes them available to Controller on request;
- §11 Termination - return or destruction of personal data at Controller's option (90-day backup residual disclosed);
- §12 Audits (Art. 28(3)(h)) - up to one audit per year on reasonable notice, or supervisory-authority-led audit;
- §13 International transfers - Annex III incorporates EU SCC Module 2 / UK IDTA as applicable.

Annexes attached to the DPA body:

- Annex I - Description of processing (data categories, data subjects, retention, processing purposes)
- Annex II - Technical and organisational measures (Art. 32)
- Annex III - Sub-processor list (snapshot as of execution)
- Annex IV - Transfer mechanism (SCC Module 2 / UK IDTA) where applicable

5. Markup conventions

Mabble's standard practice is to accept business-impact markup in the cover letter and Annex I, but to keep the DPA body unmodified to preserve the audited control mappings. Where Controller requires a substantive amendment to the DPA body, the proposed change should be raised in tracked changes; the Mabble Compliance Office will respond within five business days.

Markup line: [insert tracked-change line here per Controller's contracting workflow]

6. CCPA / CPRA Service-Provider status

Mabble qualifies as a Service Provider under California Civil Code §1798.140(ag). The DPA body §3 binds Mabble to:

- (a) process personal data only for the business purposes specified by Controller;
- (b) not sell or share personal data;
- (c) not retain, use, or disclose personal data outside the direct business relationship;
- (d) not combine personal data received from Controller with personal data from other sources (with the narrow exception in §1798.140(ag)(1)(D) for service-improvement provided the Service Provider does not derive a separate commercial benefit).

7. Authorised signatories

For Processor:

Name: <MABBLE SIGNER NAME>
Title: <MABBLE SIGNER TITLE>
Signature: _____
Date: _____

For Controller:

Name: <CONTROLLER CONTACT>
Title: <CONTROLLER TITLE>
Signature: _____
Date: _____

Please return the executed DPA via the e-signature partner identified on the cover page of the e-signature envelope, or via reply email to sales@mabble.ai with a PDF copy. Mabble will archive the executed copy in the compliance vault (audit-logged access) and update the ROPA accordingly.

For any clarifying question on the DPA, please contact the Mabble Compliance Office at sales@mabble.ai.

Sincerely,

<MABBLE SIGNER NAME>
<MABBLE SIGNER TITLE>
Mabble, Inc. (d/b/a "Helix")

Enclosures:

Annex A - Mabble Helix DPA body (canonical)

- Annex I - Description of processing
- Annex II - Technical and organisational measures
- Annex III - Sub-processor snapshot (current as of execution date)
- Annex IV - Transfer mechanism (SCC Module 2 / UK IDTA) where applicable, sent under separate cover letter

Internal sending checklist (Compliance Office)

1. Confirm the jurisdictions in scope and choose the transfer mechanism (SCC Module 2, UK IDTA, both, or none).
2. If SCC Module 2 is in scope, pair this DPA cover letter with `internal/compliance/SCC_module_2_cover_letter.md` and bundle the SCC body in Annex IV.
3. Populate Annex I with the Controller's specific data categories.
4. Pull Annex III from `vendor_risk_matrix.md`.
5. Confirm the Mabble signatory and the e-signature envelope; route via the e-signature partner.
6. On execution: archive the signed copy in the compliance vault, update the ROPA Art. 30 record for the Controller, and confirm the customer is subscribed to vendor-snapshot diff alerts (Phase 4 R-P4.2).

Change log

Version	Date	Change
0.1.0	2026-05-14	Initial Track C publication.