

Clarity Workplace

Engaging Education Solutions, LLC

DATA PROCESSING AGREEMENT

Version 1.0 · April 2026 · clarity360hq.com/privacy

✓ Privacy-by-Design No Employee PII Collected	✓ AI-Safe No Data Used for Model Training	✓ Anonymous by Default Responses Never Individually Shared
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<p>DATA PROCESSOR</p> <p>Engaging Education Solutions, LLC Dr. Christopher M. Knoell Founder & CEO knoell@engagingpd.com engagingpd.com</p>	<p>DATA CONTROLLER</p> <p>Organization Name: _____ Contact Name: _____ Title: _____ Email: _____ _____</p>
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1. Purpose and Scope

This Data Processing Agreement (“DPA”) governs the processing of data by Engaging Education Solutions, LLC (“Processor”) on behalf of the Organization (“Controller”) in connection with the Clarity Workplace well-being interview platform. The Processor agrees to process data only as necessary to deliver the Clarity Workplace service and in accordance with the Controller’s documented instructions.

Clarity Workplace is a voice-guided employee well-being interview platform. Employees complete anonymous interviews covering five well-being domains. No personally identifying information is collected. Individual responses are never shared with the Controller or any third party — only aggregated, anonymized themes and domain-level reports are produced.

2. Nature of Data Processed

The Processor collects and processes only the following categories of data. This table is exhaustive — no other data is collected:

Data Type	Stored ?	Notes
Anonymous session ID (UUID)	Yes	Randomly generated at session start. No connection to any named person, account, device, or employee record.
Transcribed interview responses	Yes	Text only. Audio is processed transiently for real-time transcription by OpenAI and is not stored or retained (zero-retention API tier).
Numeric scale ratings	Yes	Domain ratings with no linkage to any individual respondent.
Organization name and ID	Yes	Institutional identifiers only — not employee identifiers.
Department/branch (from	Yes	Group identifier from interview token. Not linked to any individual

token)		respondent.
Interview token (WRK-XXXXXX)	Yes	Department/group identifier only. Not linked to any individual respondent after submission.
Employee name	No	Never collected, transmitted, or stored.
Employee email address	No	Never collected, transmitted, or stored.
Employee ID number	No	Never collected, transmitted, or stored.
Device identifier	No	Never collected, transmitted, or stored.
IP address	No	Never collected, transmitted, or stored.
Voice audio / recordings	No	Audio is processed transiently by OpenAI's Realtime API for transcription. No audio file is ever created, stored, or retained.
Cookies or tracking pixels	No	Clarity Workplace does not use advertising cookies or tracking pixels.

3. Employee Privacy and Anonymity

Clarity Workplace is designed to protect employee privacy and encourage honest participation. The following commitments apply:

- Individual employee responses are never shared with the Controller, managers, HR personnel, or any third party.
- Reports provided to the Controller contain only aggregated, anonymized domain-level data and thematic summaries.
- The Controller agrees not to attempt to identify individual respondents from report data.
- In very small departments or teams (fewer than 5 participants), the Processor reserves the right to withhold granular report data to protect individual anonymity and will notify the Controller accordingly.

Note on open-text responses: While Clarity Workplace is designed to prevent collection of PII, participants may occasionally include identifying information voluntarily in open-text responses. The Controller is responsible for instructing participants not to include personally identifying information in their interview responses.

4. Security Measures

- Encryption of all data in transit using TLS 1.2 or higher.
- Encryption of all data at rest via Google Cloud Firestore's AES-256 built-in encryption.
- Access controls restricting data access to authorized Engaging Education Solutions personnel only.
- No storage of voice audio — all voice data is transcribed transiently in real time; no audio file is ever created or retained.
- Anonymous session IDs with no intentional mechanism for re-identification of individual respondents.
- Annual review of security practices and prompt remediation of identified vulnerabilities.
- Processor is in the process of obtaining cyber liability insurance and will provide proof of coverage upon request once a policy is in place.

5. AI and Data Training Policy

- OpenAI processes data solely for the purpose of delivering real-time transcription for the Clarity Workplace service.
- Data submitted through Clarity Workplace is not used to train, fine-tune, or improve OpenAI's models (zero-retention, no-training API tier).
- No Clarity Workplace data is ever used to train any AI model operated by Engaging Education Solutions, LLC or any sub-processor.
- Data is never sold, licensed, or shared with any party for advertising, analytics, or model-improvement purposes.

6. Sub-Processors

The Processor uses the following sub-processors. The Processor will provide the Controller with at least 30 days written notice before adding or materially changing any sub-processor that handles participant response data:

Sub-Processor	Purpose	Data Shared & Protections
OpenAI	Real-time voice transcription	Anonymous transcribed text only. Zero-retention, no-training API tier.
Google Cloud (Firestore)	Data storage	Anonymous session data as described in Section 2. Hosted in United States (us-central1). AES-256 encryption at rest.
Resend	Transactional email delivery	Organization administrator email addresses only. No participant response data.
Vercel	Application hosting and delivery	No participant data processed or stored.

7. Data Retention and Deletion

Interview response data is retained for the duration of the Organization's active subscription and for 90 days following subscription termination, after which it is permanently deleted. The Controller may request deletion of all data at any time by contacting knoell@engagingpd.com. Deletion will be completed within 30 days of written request, with written confirmation provided.

8. Data Breach Notification

In the event of a confirmed data breach, the Processor shall notify the Controller within 72 hours of discovery. Notification shall include a description of the breach, categories and approximate number of individuals affected, and measures taken or proposed. The Processor shall provide a written root-cause analysis within 30 days of resolution.

9. Controller's Rights

- The right to audit the Processor's data processing practices upon no less than 10 business days written notice, no more than once per calendar year unless a confirmed breach has occurred.
- The right to receive a complete export of all data associated with the Controller's organization within 30 days of written request.

- The right to request permanent deletion of all associated data at any time, with written confirmation.
- The right to terminate this agreement with 30 days written notice.
- The right to object to new sub-processors within 30 days of notice.

10. Controller's Obligations

The Controller agrees to:

- Inform employees that they will be participating in an anonymous voice-guided well-being interview conducted by Clarity Workplace.
- Instruct employees not to include personally identifying information in their interview responses.
- Not attempt to identify individual respondents from aggregated report data.
- Use report data solely for internal organizational improvement purposes.
- Not share report data with third parties without the written consent of Engaging Education Solutions, LLC.

11. Indemnification and Limitation of Liability

The Processor shall indemnify, defend, and hold harmless the Controller from claims arising from the Processor's material breach of this Agreement, failure to comply with applicable data protection laws, or negligence in connection with data processing. The Processor's aggregate liability shall not exceed total fees paid by the Controller in the 12 months preceding the event giving rise to the claim. This limitation does not apply to claims arising from the Processor's willful misconduct or fraud.

12. Term and Termination

This DPA is effective upon signature and remains in force for the duration of the Organization's subscription to Clarity Workplace. Either party may terminate this agreement with 30 days written notice. Upon termination, the Processor shall cease processing the Controller's data and delete or return all data within 30 days.

13. Governing Law

This agreement shall be governed by the laws of the State of Nebraska. Any disputes shall be resolved in the courts of Buffalo County, Nebraska. The Processor agrees to cooperate in good faith with applicable state-specific requirements to the extent they do not conflict with Nebraska law.

14. Entire Agreement

This DPA, together with any applicable subscription agreement, constitutes the entire agreement between the parties with respect to data processing. Any amendments must be in writing and signed by both parties.

SIGNATURES

<p>Data Processor Engaging Education Solutions, LLC</p> <p>Signature: _____ Dr. Christopher M. Knoell Founder & CEO Date: _____</p>	<p>Data Controller Organization</p> <p>Signature: _____ Name: _____ Title: _____ Date: _____</p>
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