

Data Processing Addendum

UnchartedCareer (UnchartedEdge LLC) · Institutional deployments · Draft v1.0, July 2026

DRAFT for counsel review, not legal advice and not for signature. Bracketed terms are completed per agreement. This addendum supplements the Master Services Agreement between UnchartedEdge LLC ("UC", processor / school official) and [INSTITUTION] (controller / institution).

1 · ROLES, SCOPE, AND PURPOSE LIMITATION

UC processes personal data only on the Institution's documented instructions and solely to provide the contracted service: interview practice and career-preparation feedback for enrolled students in the named cohort. Data categories: student identifiers (name, email), resume and cover-letter text, interview audio and optional webcam video with derived analysis, and usage telemetry. Data subjects: the Institution's enrolled students in the cohort.

2 · FERPA: UC AS A "SCHOOL OFFICIAL"

For FERPA-covered institutions, the parties intend UC to qualify under the school-official exception (34 CFR 99.31(a)(1)): UC performs an institutional service, under the Institution's direct control, with a legitimate educational interest. UC will not use student data for advertising, marketing, or profile-building, or for resale; will not redisclose without authorization or legal requirement; and will honor per-student deletion requests routed through the Institution. A model-training restriction meeting the PTAC written-agreement checklist is included in the final agreement once its exact scope is confirmed against UC's AI-provider terms. [Counsel to confirm the training clause.] The Institution confirms its annual FERPA notification designates contractors as school officials.

3 · GDPR / UK GDPR (WHERE APPLICABLE)

UC acts as processor under Art. 28: processing on documented instructions only, confidentiality of authorized personnel, Art. 32 security measures, subprocessor changes with prior notice, assistance with data-subject requests and DPIAs, and deletion or return at end of service. The interview-analysis stream is treated conservatively as special-category data processed on the student's explicit consent collected at onboarding. Transfer mechanisms (EU-US DPF, SCCs, UK IDTA/Addendum) are confirmed per agreement. [Counsel to confirm.]

4 · EU/EEA CONFIGURATION (EU AI ACT)

For EU/EEA institutions UC provisions the affect-free configuration only: emotion inference from face or voice is disabled and the service outputs no emotion labels. No EU/EEA order form is signed until counsel confirms the configuration's outputs are detection-only.

5 · SECURITY, RETENTION, BREACH

- Encryption in transit and at rest; least-privilege access controls; logging.

- Raw webcam video is deleted right after analysis; the scored report and transcript are kept until the account expires or deletion is requested.
- Breach notification to the Institution without undue delay and within [72] hours of awareness.
- On termination, deletion or return of student personal data within [30] days, with written certification on request.
- A current subprocessor list is published at unchartedcareer.com/trust.

6 · NON-APPROPRIATION (PUBLIC INSTITUTIONS)

Payment obligations beyond the current fiscal period are subject to appropriation of funds; if funds are not appropriated, the Institution may terminate the affected order form at the end of the funded period without penalty, on [30] days' notice, paying only for service already delivered. UC's data-return obligations survive termination.

For UnchartedEdge LLC · name, title, date

For the Institution · name, title, date