MENTIQ — DATA PROCESSING ADDENDUM (DPA)

Last Updated: `2025-12-09`

This Data Processing Addendum ("**DPA**") forms part of the **Mentiq Terms of Service** ("**Agreement**") between:

Mentiq Inc. ("**Mentiq**," "**Processor**," "**Service Provider**")
 and
 Customer ("**Customer**," "**Controller**")

This DPA governs Mentiq's processing of Customer Data and End User Data on behalf of Customer and is incorporated into the Agreement by reference.

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1. SCOPE AND PURPOSE

This DPA applies to the processing of:

- **Customer Data**

- **End User Data**

- Associated metadata and system telemetry

This DPA does **not** apply to **Derived Data**, which is anonymized and owned by Mentiq as described in Section 5.

Mentiq processes Personal Data **only** as necessary to provide the Service and as instructed by Customer.

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2. DEFINITIONS

Capitalized terms not defined here have the meanings set forth in the Agreement.

"Customer Data"
Data submitted to or processed through the Service by Customer.

"End User Data"
Data relating to individuals who use or interact with Customer's product and whose data Customer submits to the Service.

"Personal Data"
Information relating to an identifiable natural person under applicable non-EU data protection laws.

"Derived Data"
Data created by Mentiq through anonymization, aggregation, or de-identification of Customer Data or End User Data that cannot reasonably identify any individual or Customer.

"Processing"
Any operation performed on data, including collection, storage, analysis, transmission, or deletion.

"Subprocessor"
A third party engaged by Mentiq to process data on Mentiq's behalf.

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3. ROLES OF THE PARTIES

3.1 Customer as Controller

Customer acts as the **Controller** and determines the purposes and means of processing Customer Data and End User Data.

Customer is solely responsible for:

- Lawfully collecting Personal Data

- Providing all required notices

- Obtaining all necessary consents

- Ensuring compliance with applicable laws

3.2 Mentiq as Processor / Service Provider

Mentiq acts as a **Processor or Service Provider**, processing Personal Data only:

- In accordance with this DPA

- In accordance with the Agreement

- On documented instructions from Customer

Mentiq does not determine the purposes of processing Personal Data.

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4. CUSTOMER INSTRUCTIONS

Customer instructs Mentiq to process Customer Data and End User Data for the following purposes:

1. Providing analytics, dashboards, and insights

2. Authenticating users and managing accounts

3. Associating usage activity with user identifiers

4. Providing customer support

5. Maintaining platform security and integrity

6. Delivering system and administrative communications

7. Generating **Derived Data**

8. Improving and developing the Service

These instructions are deemed complete unless amended in writing.

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5. DERIVED DATA (CRITICAL SECTION)

5.1 Creation of Derived Data

Mentiq may transform Customer Data and End User Data into **Derived Data** using commercially reasonable anonymization and aggregation methods.

Derived Data:

- Contains no Personal Data

- Cannot reasonably be used to identify individuals

- Is irreversible using commercially reasonable techniques

5.2 Ownership of Derived Data

Mentiq retains **all right, title, and interest** in Derived Data.

Derived Data:

- Is not Customer Data

- Is not End User Data

- Is not subject to data subject rights

- Is not subject to deletion or return obligations

5.3 Use of Derived Data

Mentiq may use Derived Data for any lawful purpose, including:

- Marketing and promotional materials

- Case studies and testimonials

- Benchmarks and industry reporting

- Product improvement and optimization

- Research and development

- Training machine-learning models

- Training and improving large language models (LLMs)

- Internal AI systems and automation

5.4 Sharing of Derived Data

Mentiq may share Derived Data with:

- Subprocessors

- Strategic partners

- Marketing and analytics partners

- Infrastructure and ML service providers

Such parties may not:

- Re-identify data

- Claim ownership

- Resell or independently commercialize Derived Data

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6. EMAIL ADDRESSES AND IDENTIFIERS

Customer acknowledges that Customer Data and End User Data may include **email addresses or other user identifiers**, including identifiers relating to:

- Customer account holders

- Authorized users

- End Users whose data Customer submits

Customer instructs Mentiq to process such identifiers solely for:

- Account authentication and access control

- Associating analytics and usage data

- Customer support and troubleshooting

- Security, audit, and abuse prevention

- Transactional and administrative communications

Customer represents and warrants that it has provided all required notices and obtained all required consents to disclose such identifiers to Mentiq.

Mentiq does **not** use End User email addresses for direct marketing purposes and processes such identifiers solely on Customer's behalf.

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7. SUBPROCESSORS

7.1 Authorization

Customer grants Mentiq **general authorization** to engage Subprocessors.

7.2 Subprocessor Obligations

Mentiq ensures that each Subprocessor:

- Is bound by written agreements

- Implements appropriate technical and organizational safeguards

- Processes data only under Mentiq's instructions

7.3 Subprocessor Disclosure

A current list of Subprocessors is maintained in Mentiq's **Subprocessor & Data Infrastructure Disclosure**.

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8. SECURITY MEASURES

Mentiq implements commercially reasonable security safeguards, including:

- Encryption in transit

- Access controls and authentication

- Logging and monitoring

- Secure development practices

- Incident response procedures

No system is completely secure.

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9. PERSONAL DATA BREACHES

9.1 Notification

If Mentiq becomes aware of a Personal Data breach affecting Customer Data, Mentiq will notify Customer without undue delay.

9.2 Exclusion

Breaches involving **Derived Data only** are not subject to notification obligations.

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10. DATA SUBJECT RIGHTS

Customer is responsible for responding to data subject requests.

Where legally required, Mentiq will provide reasonable assistance to Customer to fulfill such requests.

Derived Data is not subject to access, deletion, correction, or portability rights.

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11. DATA RETENTION AND DELETION

11.1 Customer Data

Upon termination of the Agreement:

- Customer may request export of Customer Data within 30 days

- Mentiq will delete Customer Data within a reasonable period unless legal retention is required

11.2 Derived Data

Derived Data is retained indefinitely and is not deleted.

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12. INTERNATIONAL PROCESSING

Customer acknowledges that data may be processed in jurisdictions where Mentiq or its Subprocessors operate.

Mentiq applies reasonable contractual and security safeguards consistent with applicable non-EU data protection laws.

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13. AUDITS

Upon reasonable written request:

- Customer may review Mentiq's data protection posture once per year

- Audits are limited to documentation

- Audits may not disrupt operations

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14. CUSTOMER WARRANTIES

Customer represents and warrants that:

- It lawfully collected Personal Data

- It obtained all required consents

- Its instructions comply with applicable law

Mentiq bears no responsibility for Customer's violations.

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15. LIMITATION OF LIABILITY

Liability limitations in the Agreement apply to this DPA.

Mentiq is not liable for:

- Customer's consent failures

- Unlawful data collection

- Misuse of the Service by Customer

- End User claims arising from Customer's product

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16. TERM AND SURVIVAL

This DPA remains in effect for as long as Mentiq processes Customer Data.

Sections relating to:

- Derived Data

- Ownership

- Liability

- Security

- Confidentiality

survive termination.

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17. GOVERNING LAW

This DPA is governed by the laws specified in the Agreement, without regard to conflicts of law.

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18. ORDER OF PRECEDENCE

In the event of conflict:

1. Signed enterprise agreement (if any)

2. This DPA

3. Terms of Service

4. Privacy Policy

5. Subprocessor Disclosure

End User Notice Requirement
Customer is solely responsible for ensuring that its End Users are informed that their data is collected and processed through third-party analytics and data processing providers, including Mentiq, and that such disclosure complies with all applicable laws.

19. ACCEPTANCE

This DPA is binding upon Customer's acceptance of the Terms of Service and does not require a separate signature unless expressly agreed in writing.