

# DATA PROCESSING AND PRIVACY ADDENDUM

## Client Engagement Agreement

### PARTIES

This Data Processing and Privacy Addendum ("Addendum") is entered into by and between:

Nexus Intelligent Systems, Inc., a Delaware corporation with principal offices at 1200 Technology Park Drive, San Jose, California 95134 ("Processor")

and

[CLIENT NAME], a [STATE] corporation with principal offices at [ADDRESS] ("Controller")

Effective Date: January 22, 2024

### RECITALS

WHEREAS, Processor provides enterprise AI services and predictive analytics solutions to Controller pursuant to the Master Services Agreement dated [REFERENCE DATE];

WHEREAS, in the course of providing such services, Processor may access, process, or handle personal data subject to data protection regulations;

WHEREAS, the parties desire to establish clear terms governing data processing and privacy protections;

NOW, THEREFORE, the parties agree as follows:

### 1. DEFINITIONS

1 "Personal Data" means any information relating to an identified or identifiable natural person.

2 "Processing" means any operation performed on personal data, including collection, recording, organization, structuring, storage, adaptation, retrieval, consultation, use, disclosure, restriction, erasure, or destruction.

3 "Data Protection Laws" means all applicable laws and regulations governing the processing of personal data, including but not limited to GDPR, CCPA, and other relevant privacy regulations.

### 2. DATA PROCESSING PRINCIPLES

1 Processor shall:

- a) Process personal data lawfully, fairly, and transparently
- b) Collect data only for specified, explicit, and legitimate purposes
- c) Minimize data collection to what is necessary
- d) Ensure data accuracy and currency
- e) Maintain appropriate security measures

2 Processor represents that its data processing practices comply with applicable Data Protection Laws.

### **3. CONTROLLER INSTRUCTIONS**

1 Processor shall process personal data only on documented instructions from Controller.

2 If Processor believes an instruction violates Data Protection Laws, it shall immediately notify Controller and suspend processing.

### **4. SECURITY MEASURES**

1 Processor shall implement and maintain appropriate technical and organizational measures to protect personal data, including:

- a) Pseudonymization and encryption of personal data
- b) Ability to ensure ongoing confidentiality, integrity, availability, and resilience of processing systems
- c) Capability to restore availability and access to personal data in the event of a physical or technical incident
- d) Regular testing and evaluation of security mechanisms

2 Processor shall maintain ISO 27001 certification or equivalent security standards.

### **5. DATA BREACH NOTIFICATION**

1 In the event of a personal data breach, Processor shall:

- a) Notify Controller within 24 hours of discovery
- b) Provide detailed information about the nature and scope of the breach
- c) Describe proposed remediation steps
- d) Cooperate fully in breach response and mitigation efforts

## **6. SUBPROCESSORS**

1 Processor may engage subprocessors only with prior written consent from Controller.

2 Processor remains fully liable for the actions of any authorized subprocessors.

## **7. DATA SUBJECT RIGHTS**

1 Processor shall assist Controller in responding to data subject requests, including access, correction, deletion, and data portability.

2 Processor shall provide reasonable cooperation to enable Controller to fulfill its obligations under Data Protection Laws.

## **8. AUDIT AND COMPLIANCE**

1 Controller may conduct reasonable audits of Processor's data processing practices with 30 days' prior written notice.

2 Processor shall provide documentation demonstrating compliance with this Addendum.

## **9. TERMINATION**

1 Upon termination, Processor shall:

- a) Cease processing personal data
- b) Return or destroy personal data at Controller's election
- c) Provide certification of data destruction

## **10. MISCELLANEOUS**

1 This Addendum shall be governed by the laws of the State of California.

2 Any modifications must be in writing and signed by authorized representatives of both parties.

## **SIGNATURES**

Executed as of the Effective Date:

NEXUS INTELLIGENT SYSTEMS, INC.

**By:**

Name: Dr. Elena Rodriguez

Title: Chief Executive Officer

[CLIENT NAME]

**By:**

Name: [AUTHORIZED SIGNATORY]

Title: [TITLE]