

DATA PROCESSING ADDENDUM

This Data Processing Addendum ("DPA") is entered into as of November 02, 2025 and forms part of the Agreement between:

Data Science & Engineering Experts LLC

a Georgia limited liability company

10 GlenLake Parkway, Suite 209, Atlanta, GA 30339

(contact email website@thedataexperts.us)

hereinafter "Processor"

and

[Customer Name]

[Customer Address]

hereinafter "Controller"

Each a Party and together the Parties.

1. Purpose and Scope

1.1 This DPA sets out the Parties' obligations with respect to the Processing of Personal Data by Processor on behalf of Controller in connection with the Services provided under the Agreement.

1.2 The Parties agree that Controller is the Data Controller and Processor is the Data Processor for the Processing activities described in Annex A.

1.3 Processor may use anonymized or aggregated data derived from Personal Data for its own internal business purposes, including service improvement, benchmarking, and AI model training, provided such data cannot be re-identified to any Data Subject.

2. Definitions

2.1 "Applicable Data Protection Law" means EU General Data Protection Regulation (GDPR), UK data protection law if applicable, and any other applicable privacy or data protection laws.

2.2 "Personal Data" means any information relating to an identified or identifiable natural person processed under this DPA.

2.3 "Processing", "Controller", "Processor", "Data Subject", "Sub-processor", and "Special Categories of Personal Data" have the meanings in Applicable Data Protection Law.

2.4 "Personal Data Breach" means a security breach leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data.

3. Details of Processing

3.1 The subject matter, nature, purpose, duration, categories of Data Subjects, and types of Personal Data are set out in Annex A.

3.2 Processor shall only process Personal Data for the purposes set out in Annex A and in accordance with Controller's documented instructions unless otherwise required by Applicable Data Protection Law. Processor may also process Personal Data to comply with its own legal obligations or for anonymization as per Section 1.3.

4. Processor Obligations

4.1 Processor will process Personal Data only on documented instructions from Controller.

4.2 Processor will ensure persons authorized to process Personal Data are subject to confidentiality obligations.

4.3 Processor will implement and maintain appropriate technical and organizational measures to protect Personal Data as described in Annex C.

4.4 Processor will assist Controller, taking into account the nature of Processing, to fulfil Controller's obligations to respond to Data Subject requests and to carry out data protection impact assessments and consultations with supervisory authorities where needed, at Controller's reasonable expense.

4.5 Processor will not transfer Personal Data to a third country or international organization except as permitted by Section 7 and Annex D.

5. Controller Obligations

5.1 Controller is responsible for ensuring it has a lawful basis for the Processing activities it instructs Processor to perform and for the accuracy and lawfulness of Personal Data.

5.2 Controller will provide documented instructions and cooperate with Processor to enable Processor to meet its obligations under this DPA.

5.3 Controller will indemnify Processor against any claims arising from Controller's instructions that violate Applicable Data Protection Law.

6. Sub-processors

6.1 Controller authorizes Processor to engage Sub-processors to perform Processing activities. A current list of Sub-processors is available at <https://www.thedataexperts.us/subprocessors>.

6.2 Processor will impose on each Sub-processor data protection obligations substantially equivalent to those in this DPA. Processor remains liable for Sub-processor acts and omissions to the same extent as if performed by Processor.

6.3 Processor will notify Controller of any intended changes to the Sub-processor list. Controller shall have 10 days to object on reasonable grounds. If Controller objects, the Parties will attempt to resolve in good faith. If they cannot, Controller may terminate the affected Services for which the Sub-processor change relates, without refund or further liability to Processor.

7. International Transfers

7.1 Transfers of Personal Data outside the EEA/UK will be governed by appropriate safeguards. Processor will rely on EU Standard Contractual Clauses, UK SCCs, an adequacy decision, or other lawful transfer mechanisms as applicable and will provide Controller with copy on request. See Annex D for details.

8. Security

8.1 Processor will implement and maintain technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing and against accidental loss, destruction, damage, alteration, or disclosure. Core measures are listed in Annex C.

8.2 Processor shall perform regular security testing, vulnerability management, and monitoring. Processor will maintain an incident response capability.

9. Personal Data Breach Notification and Response

9.1 Processor will notify Controller without undue delay and in any event within 72 hours after becoming aware of a Personal Data Breach affecting Controller Personal Data. Notification will include the nature of the breach, categories and approximate number of Data Subjects and records affected, likely consequences, measures taken or proposed, and contact details for further information.

9.2 Processor will take reasonable steps to contain and mitigate the breach and will cooperate with Controller and supervisory authorities as required, at Controller's reasonable expense if caused by Controller's instructions.

10. Data Subject Rights

10.1 Processor will, to the extent legally permitted, promptly notify Controller of any Data Subject request received directly by Processor.

10.2 Processor will assist Controller by implementing appropriate technical and organizational measures to enable Controller to respond to requests to exercise Data Subject rights within required legal timeframes, at Controller's reasonable expense.

11. Audit and Inspection

11.1 Controller or an independent auditor mandated by Controller may audit Processor for compliance with this DPA upon reasonable notice and subject to confidentiality and security constraints. Audits will occur no more than once per 12 months unless required by law or a supervisory authority, and always at Controller's expense.

11.2 If audit reveals material noncompliance attributable to Processor, Processor will bear the reasonable audit costs; otherwise, Controller bears all costs.

12. Return or Deletion of Personal Data

12.1 On termination or expiry of the Agreement, Processor will, at Controller's choice, return Personal Data to Controller or securely delete it within 60 days, unless retention is required by law or for Processor's internal purposes as per Section 1.3.

12.2 Processor may retain archived copies as required by law or for dispute resolution, and will isolate such retained data and restrict Processing.

13. Special Categories and Health Data

13.1 If Processing includes Special Categories of Personal Data or Protected Health Information, the Parties confirm that Controller has provided explicit instructions and a lawful basis for such Processing.

13.2 For Processing of PHI under US law, the Parties will enter a Business Associate Agreement consistent with HIPAA before Processing commences.

14. Liability, Indemnity and Remedies

14.1 The Parties agree that liability arising from breach of this DPA will be managed consistent with the Agreement. To the extent the Agreement is silent, Processor's liability for breaches of this DPA will not exceed the fees paid by Controller to Processor in the 6 months preceding the claim. This limitation will not apply to liability arising from wilful misconduct, gross negligence, fraud, or breach of confidentiality obligations. Processor shall not be liable for indirect, consequential, or punitive damages.

14.2 Each Party will indemnify the other for losses caused by its breach of this DPA or Applicable Data Protection Law, subject to the liability caps in 14.1.

15. Governing Law and Miscellaneous

15.1 This DPA is governed by the law stated in the Agreement.

15.2 This DPA may be amended only by written agreement of the Parties.

15.3 Provisions that by their nature are intended to survive termination will survive.

16. Contact

Data protection contact for Processor: website@thedataexperts.us or legal@thedataexperts.us

Data protection contact for Controller: [Controller DPO or contact]

SIGNATURES

Controller

Name

Title

Date

Processor

Data Science & Engineering Experts LLC

Name

Title

Date

ANNEX A — DETAILS OF PROCESSING

Subject matter of Processing

Provision of services under the Agreement including but not limited to consulting, data engineering, AI model development, managed services, and website related services.

Duration of Processing

For the duration of the Agreement and thereafter as set in Section 12.

Purpose of Processing

Provision, maintenance, and improvement of the Services. Processing required to perform contractual obligations and to comply with lawful instructions. Processor may also use data for its own purposes as per Section 1.3.

Categories of Data Subjects

Customers, clients, employees and contractors of Controller, website visitors, data subjects whose data is ingested for analytics, patients or subjects where authorized, and other natural persons as instructed by Controller.

Types of Personal Data

Identifiers, contact information, account and billing information, transactional data, professional information, usage and log data, device and connection data, and any Special Categories of Personal Data only where specifically instructed by Controller.

Special Categories

Only processed where Controller instructs Processor and where Controller confirms lawful basis. If PHI is processed additional agreements apply.

Data Retention

Personal Data retained as required to perform Services and for 5 years after termination unless lawfully required to retain longer, or as needed for Processor's purposes under Section 1.3.

ANNEX B — SUB-PROCESSORS

Processor will maintain a current list of Sub-processors at <https://www.thedataexperts.us/subprocessors> and will update Controller in accordance with Section 6.

ANNEX C — TECHNICAL AND ORGANIZATIONAL MEASURES

Core controls include but are not limited to:

- Role-based access control and least privilege
- Strong authentication including multifactor where practical
- Encryption of data in transit and at rest using industry standard algorithms
- Network security and segmentation
- Logging, monitoring, and anomaly detection
- Secure software development lifecycle and code review
- Vulnerability management and timely patching

- Regular backups and tested disaster recovery procedures
- Employee security training and confidentiality obligations
- Physical security for facilities hosting systems

ANNEX D — INTERNATIONAL TRANSFERS

Where Personal Data is transferred outside the EEA or UK, Processor will rely on appropriate safeguards such as Standard Contractual Clauses, adequacy decisions, Binding Corporate Rules, or other mechanisms permitted under Applicable Data Protection Law. Controller may request copies of safeguards and Processor will provide them.