

Data Processing Agreement

MISIXS, LLC

Version 1.1 - Approved by GRC

Effective Date: January 2, 2026

This Data Processing Agreement ("DPA") forms part of and is incorporated by reference into any applicable master services agreement, proof of concept agreement, pilot agreement, statement of work, or similar written agreement (collectively, the "Agreement") entered into between the customer identified in such Agreement ("Customer") and **MISIXS, LLC, an Ohio limited liability company**, including its current and future brands, products, and services offered under any "doing business as" or similar trade names (collectively, the "Service Provider").

This DPA applies solely to the extent that Service Provider processes Personal Data on behalf of Customer in connection with the Services.

1. Purpose and Scope

This DPA sets forth the respective rights and obligations of the parties with respect to the processing of Personal Data by Service Provider on behalf of Customer. This DPA operates as a baseline processor agreement and does not expand, replace, or otherwise modify the commercial, technical, or legal obligations set forth in the Agreement.

Processing activities governed by this DPA may include pilot activities, demonstrations, proofs of concept, testing, configuration, deployment, support, maintenance, and production services, as applicable to the Services.

2. Definitions

"Personal Data" means any information relating to an identified or identifiable natural person that is processed by Service Provider on behalf of Customer under the Agreement.

"Processing" means any operation or set of operations performed on Personal Data, whether or not by automated means.

"Controller" means the entity that determines the purposes and means of the processing of Personal Data.

"Processor" means the entity that processes Personal Data on behalf of the Controller.

"Subprocessor" means a third party engaged by Service Provider to process Personal Data in connection with the Services.

Capitalized terms not otherwise defined in this DPA have the meanings assigned to them in the Agreement.

3. Roles of the Parties

Customer acts as the Controller of Personal Data processed in connection with the Services. Service Provider acts as a Processor and processes Personal Data solely in accordance with Customer's documented instructions, as reflected in the Agreement and applicable statements of work.

Service Provider does not determine the purposes or means of processing Personal Data, except to the extent necessary to provide the Services in accordance with the Agreement.

Where Customer provides Personal Data originating from affiliates, franchisees, end customers, or other third parties, Customer represents and warrants that it has obtained all necessary rights and authorizations to provide such Personal Data to Service Provider for processing.

4. Nature and Purpose of Processing

Service Provider processes Personal Data solely for the purpose of providing the Services, including activities reasonably necessary to configure, operate, support, secure, troubleshoot, and maintain Customer workflows, and to improve such workflows where permitted by the Agreement.

The categories of Personal Data processed and the categories of data subjects involved depend on Customer's use of the Services and the data Customer elects to provide or make available.

5. Data Residency and Cross Border Transfers

By default, Service Provider processes Customer Data within the United States. Where the Services require processing outside the United States, such processing shall occur only in accordance with applicable law and the Agreement.

International data transfers, including transfers subject to the GDPR or similar laws, shall be supported through appropriate safeguards where required by law. Such safeguards may include

standard contractual clauses or comparable lawful transfer mechanisms, and shall apply only where legally required based on the specific processing activities.

Where Personal Data subject to GDPR is transferred outside the European Economic Area or the United Kingdom, the parties shall execute the applicable module of the European Commission's Standard Contractual Clauses or UK equivalent prior to such transfer, to the extent required by law.

6. Subprocessors

Service Provider may engage Subprocessors to process Personal Data in connection with the Services, including providers of cloud infrastructure, hosting, communications, automation platforms, analytics services, and AI related technologies.

Service Provider shall maintain written agreements with Subprocessors that impose data protection obligations no less protective than those set forth in this DPA, to the extent applicable to the services provided.

Service Provider does not require Customer consent for the engagement or replacement of Subprocessors, provided that all Subprocessors are subject to contractual data protection obligations no less protective than those set forth in this DPA. A current list of material Subprocessors shall be made available upon request or through a publicly accessible resource maintained by Service Provider.

The data protection terms applicable between Service Provider and its Subprocessors govern solely the relationship between Service Provider and such Subprocessors and do not modify, expand, or replace the obligations owed by Service Provider to Customer under this DPA.

7. Third Party Platforms and Infrastructure

Customer acknowledges that the Services may be delivered using third party platforms, software, APIs, and infrastructure providers that support functionality such as communications, workflow automation, data storage, analytics, and artificial intelligence.

Where Customer Data is processed through such platforms as part of the Services, such processing is governed by the contractual data protection commitments between Service Provider and the applicable provider. No such third party terms create direct rights or obligations between Customer and the provider, nor do they expand Service Provider's obligations under this DPA.

8. Security Measures

Service Provider implements reasonable administrative, technical, and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access.

Such measures are appropriate to the nature of the Services, the sensitivity of the Personal Data, and prevailing industry standards, and may evolve over time. Detailed security controls may be described in separate documentation and are not exhaustively enumerated in this DPA.

9. AI and Automated Processing

In providing the Services, Service Provider may utilize automation technologies, artificial intelligence systems, and machine assisted processing techniques, including retrieval augmented generation and similar methods.

Service Provider does not use Customer Data to train public foundation models or proprietary models owned or controlled by Service Provider unless expressly agreed in writing. Where public model APIs are used, Service Provider leverages zero retention or no training configurations where available.

Private or dedicated model deployments may be offered subject to separate commercial terms and applicable service descriptions.

10. Confidentiality and Use Restrictions

Service Provider treats Personal Data as confidential and processes it solely for the purpose of providing the Services. Service Provider does not sell Personal Data or use Personal Data for purposes unrelated to the Services.

Access to Personal Data is limited to personnel and Subprocessors with a legitimate need to know and who are subject to appropriate confidentiality obligations.

11. Data Subject Requests

Customer is responsible for responding to requests from data subjects regarding their Personal Data. Service Provider shall provide reasonable assistance to Customer in responding to such requests where required by applicable law and where Customer cannot reasonably fulfill the request independently.

12. Incident Response and Notification

Service Provider maintains procedures designed to detect, investigate, and respond to Personal Data incidents. Upon becoming aware of a Personal Data incident affecting Customer Data, Service Provider shall notify Customer without unreasonable delay and provide information reasonably available at the time to support Customer's response.

13. Data Retention and Deletion

Service Provider retains Personal Data only for the duration of the Services, unless retention is required by law or expressly agreed in writing. Upon termination of the Services, Personal Data shall be deleted or returned in accordance with the Agreement.

14. Audits and Assessments

To the extent required by applicable law, Service Provider shall make available reasonable information necessary to demonstrate compliance with this DPA. Any audits shall be limited to documentation review unless otherwise required by law and shall not unreasonably interfere with Service Provider's operations.

15. Applicability of Regional Laws

This DPA applies only to the extent required by applicable data protection laws based on the facts and circumstances of the processing. Where such laws apply, the relevant provisions of this DPA and the applicable annexes apply automatically to the extent required by law.

Standard contractual clauses or other lawful transfer mechanisms shall be incorporated where legally required.

16. Limitation of Liability and Precedence

This DPA is subject to the limitations of liability, exclusions of damages, and indemnification provisions set forth in the Agreement. Nothing in this DPA expands Service Provider's liability or creates additional indemnification obligations.

In the event of a conflict between this DPA and the Agreement, this DPA controls solely with respect to data protection obligations and only to the extent of such conflict.

17. Governing Law and Updates

This DPA is governed by the law specified in the Agreement. Service Provider may update this DPA from time to time to reflect changes in law or the Services, with no less than thirty (30) days' advance written notice. Updates that materially reduce Service Provider's data protection obligations shall require Customer's express written consent. Continued use of the Services after such notice period constitutes acceptance of the updated DPA.

Annex A – GDPR Addendum

This Annex A applies only where the processing of Personal Data under the Agreement is subject to the General Data Protection Regulation (EU) 2016/679 or the UK GDPR, as determined by applicable law.

For purposes of this Annex, Customer acts as Controller and Service Provider acts as Processor. Where GDPR applies, Service Provider shall process Personal Data in accordance with the requirements of Article 28 of the GDPR.

The parties acknowledge that the requirements of Article 28 GDPR are addressed through the provisions of this DPA, including Sections 3, 4, 6, 8, 10, 11, 12, 13, and 14.

Where Personal Data subject to GDPR is transferred outside the European Economic Area or the United Kingdom, the parties shall rely on an appropriate lawful transfer mechanism as required by applicable law, including the execution of standard contractual clauses or an equivalent mechanism where required.

Annex B – U.S. State Privacy Addendum

This Annex B applies only where applicable U.S. state privacy laws apply to the processing of Personal Data under the Agreement, including the California Consumer Privacy Act as amended by the California Privacy Rights Act, and similar laws in Virginia, Colorado, Connecticut, Utah, and other states.

Where applicable, Service Provider acts as a service provider or processor and processes Personal Data solely to provide the Services and in accordance with applicable U.S. state

privacy law requirements. Service Provider shall not retain, use, or disclose Personal Data for any purpose other than performing the Services or as otherwise permitted by applicable law.

Subprocessor Disclosure

Service Provider may engage third party subprocessors to process Customer Personal Data in connection with the Services. The subprocessors identified below represent providers that may be used to support infrastructure, communications, automation, artificial intelligence, and related service functionality.

The subprocessor list is maintained as a living disclosure and may be updated from time to time as Service Provider adds, removes, or replaces subprocessors in the ordinary course of business. Service Provider does not require Customer consent for such changes, provided that all subprocessors are subject to contractual data protection obligations no less protective than those set forth in this DPA.

Customers may request the current list of subprocessors or obtain additional information regarding subprocessor use by contacting privacy@misixs.com.

Current Subprocessors

Subprocessor	Service Provided	Location
Amazon Web Services, Inc.	Cloud infrastructure and hosting	United States
OpenAI, LLC	Artificial intelligence processing	United States
Microsoft Corporation	Cloud services and productivity platforms	United States
HighLevel, Inc.	CRM and marketing automation platform	United States
Anthropic, PBC	Artificial intelligence processing	United States
n8n GmbH	Workflow automation	United States

Version	Status	Log	Date
1.1	Current	Initial policy version for MISIXS, LLC	January 2, 2026

END OF DATA PROCESSING AGREEMENT