DATA PROCESSING ADDENDUM
TO THE MASTER SOFTWARE AGREEMENT

This Data Processing Addendum ("DPA") forms part of the Master Software Agreement or any custom Software Subscription and Support Agreement (collectively, the "Agreement") between **MaxxLogix LLC** ("MaxxLogix") and the entity identified as "Customer" in the Agreement. This DPA governs the processing of personal data by MaxxLogix on behalf of the Customer in compliance with the **General Data Protection Regulation (GDPR)**, the **California Consumer Privacy Act (CCPA)**, and other applicable data protection laws in North America.

1. Definitions

1.1 "Data Protection Laws" refers to all applicable data protection and privacy laws, including but not limited to the **GDPR**, the **UK GDPR**, the **CCPA**, and any other relevant North American privacy regulations.

1.2 "Personal Data" means any information relating to an identified or identifiable natural person processed by MaxxLogix on behalf of the Customer.

1.3 "Processing" means any operation performed on Personal Data, including collection, storage, use, disclosure, and deletion.

1.4 "Data Subject" refers to an identified or identifiable natural person whose Personal Data is processed.

1.5 "Controller" means the entity that determines the purposes and means of processing Personal Data (Customer).

1.6 "Processor" means the entity that processes Personal Data on behalf of the Controller (MaxxLogix).

1.7 "Sub-Processor" means any third party engaged by MaxxLogix to assist in processing Personal Data on behalf of the Customer.

2. Roles and Responsibilities

2.1 Customer Responsibilities

- Customer acts as the **Controller** and retains full responsibility for determining the purposes and legal bases for the processing of Personal Data.
- Customer shall ensure that it has obtained all necessary consents or legal permissions before providing Personal Data to MaxxLogix.

2.2 MaxxLogix Responsibilities

- MaxxLogix acts as the **Processor** and shall process Personal Data **only in accordance with the documented instructions** of the Customer.
- MaxxLogix shall implement appropriate **technical and organizational measures** to ensure a level of security appropriate to the risk.
- MaxxLogix shall ensure that its personnel who process Personal Data are bound by confidentiality obligations.

3. Data Security and Compliance

3.1 Security Measures

MaxxLogix shall implement industry-standard security measures, including:

- Encryption of Personal Data in transit and at rest.
- Access controls and authentication mechanisms.
- Regular security assessments and penetration testing.

3.2 Data Breach Notification

- In the event of a **Personal Data Breach**, MaxxLogix shall notify the Customer **without undue delay**, and in any event within **72 hours** of becoming aware of the breach.
- The notification shall include details of the nature of the breach, affected data, potential impact, and remediation measures.

4. Sub-Processing

- MaxxLogix shall not engage **Sub-Processors** without prior written authorization from the Customer.
- If authorized, MaxxLogix shall ensure that Sub-Processors are bound by obligations equivalent to those set out in this DPA.
- A list of current Sub-Processors shall be made available upon request.

5. Data Subject Rights

- MaxxLogix shall provide reasonable assistance to the Customer in responding to **Data Subject Requests**, including rights of access, rectification, erasure, restriction, and data portability.
- If MaxxLogix receives a direct request from a Data Subject, it shall notify the Customer without undue delay and shall not respond directly unless authorized.

6. Data Transfers

- MaxxLogix shall not transfer Personal Data outside of the jurisdiction in which it was collected unless required for service delivery and in compliance with Data Protection Laws.
- For transfers outside the **European Economic Area (EEA)**, MaxxLogix shall implement appropriate safeguards, including Standard Contractual Clauses (SCCs) or other approved mechanisms.

7. Retention and Deletion

- MaxxLogix shall process Personal Data only for as long as necessary to fulfill its obligations under the Agreement.
- Upon termination or expiration of the Agreement, MaxxLogix shall **delete or return** all Personal Data unless legally required to retain it.

8. Audit and Compliance

- MaxxLogix shall maintain records of processing activities and provide the Customer with reasonable access to necessary documentation to demonstrate compliance with this DPA.
- Customer may conduct an **audit** (at its own expense) to verify compliance, subject to reasonable notice and confidentiality requirements.

9. Indemnification and Liability

- Each party shall indemnify the other for breaches of this DPA caused by its negligence or willful misconduct.
- MaxxLogix's liability under this DPA shall be subject to the limitations set forth in the Agreement.

10. Governing Law and Dispute Resolution

- This DPA shall be governed by the **laws of the State in which MaxxLogix is headquartered**, without regard to its conflict of laws principles.
- Any disputes shall be resolved through **good faith negotiations**. If unresolved, disputes shall be settled via arbitration or as outlined in the Agreement.

11. Miscellaneous

- This DPA is incorporated into the Agreement and shall remain in effect for the duration of MaxxLogix's processing of Personal Data.
- If any provision of this DPA is found to be invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Data Processing Addendum as the Effective Date of the Agreement.