**Data Processing Agreement (DPA)**

This Data Processing Agreement ("Agreement") forms part of the Contract for Services under BLAZE's Terms of Service (the "Principal Agreement") between

_____

_____

_____

(the "Company" or "Controller")

and

AeonX AI SAS

63 rue de la Plaine, 75020 Paris, France

(the "Data Processor")

(together as the "Parties").

## 1. Definitions

1.1 "Personal Data" means any information relating to an identified or identifiable natural person (Article 4(1) GDPR).

1.2 "Processing" means any operation or set of operations performed on Personal Data (Article 4(2) GDPR).

1.3 "Sub-processor" means any third party appointed by the Processor to process Personal Data.

## 2. Scope and Purpose of Data Processing

2.1 The Processor will process Personal Data on behalf of the Controller for the purposes of providing services as defined in the Principal Agreement.

2.2 The nature of the processing involves the collection, storage, and use of Personal

Data as necessary to perform the services described in the Principal Agreement.

2.3 The categories of data subjects and types of Personal Data are specified in Annex 1 to this DPA.

## 3. Compliance with Laws

3.1 The Processor shall:

1. Adhere to all applicable data protection laws and regulations when processing Company Personal Data (Article 28(3)(a) GDPR); and

2. Process Company Personal Data solely based on the documented instructions provided by the Controller (Article 28(3)(a) GDPR).

3.2 The Processor will inform the Controller if it believes that any instruction infringes applicable data protection laws (Article 28(3)(h) GDPR).

## 4. Processor Obligations

4.1 The Processor will process Personal Data only on documented instructions from the Controller. Documented instructions may be provided through this DPA, other contractual agreements, emails, written communications, task tickets, or policies and procedures provided by the Controller.

4.2 The Controller will provide documented instructions:

- At the start of the agreement through contractual documents.
- During the course of the agreement as needed through emails, task tickets, and other written communications.
- When there are changes in legal requirements or business processes.
- Periodically, as part of regular reviews and updates.

4.3 The Processor will ensure that personnel authorized to process Personal Data have committed to confidentiality (Article 28(3)(b) GDPR).

4.4 The Processor will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk (Article 32 GDPR).

## 5. Sub-Processors

5.1 The Processor shall not appoint (or disclose any Company Personal Data to) any Sub-processor unless required or authorized by the Controller (Article 28(2) GDPR).

## 6. Data Subject Rights

6.1 The Processor will assist the Controller in responding to requests from data subjects exercising their rights under applicable data protection laws (Article 28(3)(e) GDPR).

6.2 The Processor will promptly notify the Controller if it receives a request from a data subject under any data protection law in respect of Personal Data (Article 28(3)(e) GDPR).

## 7. Data Breach Notification

7.1 The Processor will notify the Controller without undue delay upon becoming aware of a Personal Data breach (Article 33(2) GDPR).

7.2 Such notification will include, to the extent possible, information to assist the Controller in meeting any obligations to report or inform data subjects of the Personal Data breach (Article 33(3) GDPR).

## 8. Data Protection Impact Assessments

8.1 The Processor will assist the Controller with data protection impact assessments and prior consultations with supervisory authorities as required (Article 28(3)(f) GDPR).

## 9. Return or Deletion of Personal Data

9.1 Upon termination of the Principal Agreement, the Processor will, at the choice of the Controller, delete or return all Personal Data to the Controller and delete existing copies unless applicable law requires storage of the Personal Data (Article 28(3)(g) GDPR).

## 10. Audit Rights

10.1 The Controller has the right to audit the Processor's compliance with this DPA.

The Processor will provide all necessary information and access to facilities and systems for such audits (Article 28(3)(h) GDPR).

## 11. International Data Transfers

11.1 The Processor will store Personal Data, such as names, email addresses, and IP addresses, exclusively within the European Union (EU), specifically in France and Germany.

11.2 The Processor's platform allows for the transfer and storage of user data (encrypted with end-to-end encryption) to data centers worldwide for efficient service delivery. Such data, once encrypted, will be transferred to the server location nearest to the user to optimize performance.

11.3 The Processor may not transfer or authorize the transfer of Personal Data to countries outside the European Economic Area (EEA) without the prior written consent of the Controller. If Personal Data processed under this Agreement is transferred from a country within the EEA to a country outside this scope, the Parties shall ensure that the Personal Data is adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU-approved Standard Contractual Clauses or other legally recognized mechanisms for ensuring an adequate level of data protection (Articles 44-50 GDPR).

11.4 The Processor will provide the Controller with details of the locations of its servers and the specific safeguards used to protect Personal Data transferred outside the EEA upon request.

## 12. Liability

12.1 The Processor's liability under this DPA is subject to the limitations and exclusions of liability set out in the Principal Agreement.

## 13. Governing Law

13.1 This Agreement is governed by the laws of France, excluding its conflict of law principles.

13.2 Any dispute arising in connection with this Agreement, which the Parties are

unable to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of Paris, subject to possible appeal to the French Supreme Court (Cour de Cassation).

## 14. Signatures

IN WITNESS WHEREOF, this Data Processing Agreement is entered into and becomes a binding part of the Terms of Service with effect from the date of the last signature below.

**Processor:**                                                      **Controller:**

AeonX AI SAS

Signature:                                                      Signature:

Name: Marzuk Kamal                                                      Name:

Title: CEO                                                      Title:

Date:                                                      Date:

**Annex 1: Details of Processing**

- **Categories of Data Subjects**: Employees, customers, users.
- **Types of Personal Data**: Names, email addresses, postal addresses, IP addresses, browser types.